

**FINAL**  
**CITY COUNCIL**  
  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. May 19, 2009

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on May 12, 2009

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**AWARDS AND PROCLAMATIONS**

- Proclamations:  
  
National Association of Insurance Women Week  
Nancy Harrison Day  
WSU Bowling Teams (Men and Women)
- Awards:  
  
MiniMPA Certificates from WSU, Dr. Wong

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

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**COUNCIL BUSINESS**

**II. UNFINISHED COUNCIL BUSINESS**

None

**III. NEW COUNCIL BUSINESS**

1. Quarterly Financial Report for Quarter ending March 31, 2009.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ending March 31, 2009.

2. Substantial Amendment to the 2008-2009 One Year Action Plan for CDBG-R

RECOMMENDED ACTION: Authorize publication of the City's proposed substantial amendment to the Consolidated Plan 2008 Action Plan for public comment.

3. An Ordinance amending Section 11.36.040 of the Code of the City of Wichita, Kansas, pertaining to Stop Signs-Yield Signs.

RECOMMENDED ACTION: Place amendment of ordinance on first reading.

4. Cultural Funding Recommendations.

RECOMMENDED ACTION: Approve the FY2010 funding allocations recommended for arts and cultural organizations by the Cultural Funding Committee.

5. Trail Marker and Sign Donation.

RECOMMENDED ACTION: Accept the donation.

6. 13th Street and Mosley Intersection Improvement. (District VI)

RECOMMENDED ACTION: Approve the increased budget, place the amending ordinance on first reading, and authorize the signing of State/Federal agreements as required.

7. Supplemental Agreement for additional Engineering Services on East Kellogg. (District II)

**(PULLED PER PUBLIC WORKS DIRECTOR)**

8. Interlocal Service Agreement between the City of Wichita and Arkansas City, Kansas for Office of Central Inspection building plan review services.

RECOMMENDED ACTION: Approve the contract between the City of Wichita and Arkansas City, Kansas for Office of Central Inspection building plan review services for Arkansas City, and authorize the necessary signatures.

9. Engineering and Management Bond Services.

RECOMMENDED ACTION: Award the Contract to Burns & McDonnell and authorize the necessary signatures to review and approval of the Contract by the Law Department.

10. Water and Sewer Utility Revenue Bonds, Series 2009A and 2009B.

RECOMMENDED ACTION: Authorize Springsted to perform financial advisory services for the City; adopt the resolution authorizing the intent to negotiate a sale for the issuance of revenue bonds; authorize publication of the City's notice to issue revenue bonds for the funding of bond reserves; authorize staff to proceed to negotiate the sale of the Water and Sewer Utility Revenue Bonds, Series 2009A and 2009B; authorize the use and selection of an underwriter for the purpose of assisting in a negotiated sale; and authorize preparation and distribution of the Preliminary Official Statement upon completion.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**IV. NON-CONSENT PLANNING AGENDA**

None

**V. CONSENT PLANNING AGENDA**

1. \*SUB 2008-85 -- Plat of Girrens Addition located on the southwest corner of Pawnee and 119th Street West. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinances.

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Allan Murdock, Housing Member is also seated with the City Council.**

### **VI. NON-CONSENT HOUSING AGENDA**

None

### **VII. CONSENT HOUSING AGENDA**

None

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **VIII. NON-CONSENT AIRPORT AGENDA**

None

### **IX. CONSENT AIRPORT AGENDA**

None

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## **COUNCIL AGENDA**

### **X. COUNCIL MEMBER AGENDA**

None

### **XI. COUNCIL MEMBER APPOINTMENTS**

#### **1. Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.



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**XII. CONSENT AGENDA (ITEMS 1 THROUGH 14A)**

1. Report of Board of Bids and Contracts dated May 18, 2009.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Kim T. Huynh	Kim Son Asian Food Market	960 East Pawnee
Morrie J Soderberg	Lighthouse Properties	1550 North Waterfront Parkway
<u>Renewal</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
Alfonso F. Amaro	Mexico Cafe*	555 West Douglas
Jose L Mejia	El Jalisco Restaurant*	6278 East 47th Street South
<u>Special Event</u>	<u>June 6, 2009</u>	
John D. Barker	Bikers Edge/Birthday Anniversary Party	1201 East Central

\* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contracts:

- a. On-call Architectural Services.
- b. Easement Encroachment Agreement. (District V)
- c. Easement Encroachment Agreement. (District III)
- d. Supplemental Agreement for Constructing Engineering in The Woods Addition, east of 151st Street West, north of Maple. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

5. Design Services Agreements:

- a. Supplemental Agreement for Design Services for the intersection of 17th and Hillside. (District I)
- b. Supplemental Agreement for Design Services for parking lot improvements associated with the Intrust Bank Arena and Arena Neighborhood Redevelopment. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Change Orders:

- a. Bike Path along I-135 Gypsum Creek, and George Washington Boulevard. (District III)
- b. Kellogg-Rock Interchange. (District II)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

7. Property Acquisitions:

- a. Partial Acquisition of 1401 South Greenwich for the Greenwich: Harry to Kellogg Improvement Project. (District II)
- b. Partial Acquisition of Land at 8529 South Spring Lake Road for Integrated Local Water Supply Plan. (Harvey County)
- c. Partial Acquisition of 4760 South Broadway for the I-135/47th Street South Interchange Project. (District III)
- d. Partial Acquisition of 4571 South Ida for the I-135/47th Street South Interchange Project. (District III)
- e. Acquisition of Sewer Easement at 1600 North Freedom Road for the Stonebridge Addition, Lateral 1b, Main 19 Project. (District II)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

8. Minutes of Advisory Boards/Commissions.

District II Advisory Board, April 6, 2009  
District VI Advisory Board, April 6, 2009  
Board of Code Standards and Appeals, April 6, 2009  
Wichita Board of Appeals of Plumbers and Gas Fitters, April 1, 2009  
Arts Council, March 9, 2009

RECOMMENDED ACTION: Receive and file.

9. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III, and VI)

<u>Property Address</u>	<u>Council District</u>
a. 1412 East 11th Street North	I
b. 1025 North Estelle	I
c. 1410 North Lorraine	I
d. 1411 North Lorraine	I
e. 4316 East Bayley	III
f. 1437 South Wichita (rear)	III
g. 2402 West 29th Street North #10	VI

RECOMMENDED ACTION: Adopt the resolutions to schedule public hearings before the City Council on July 7, 2009 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

10. Senior Management Report, March 2009.

RECOMMENDED ACTION: Receive and file.

11. Deferral of Special Assessment. (District II)

RECOMMENDED ACTION: Approve the deferral of special assessments for sewer projects C-00731-00UP, C-00732-00UP and C-657-1UP for five years with an additional five years or until the property is platted or developed.

12. Grant with the Kansas Department of Transportation.

RECOMMENDED ACTION: Approve the filing for the grant with KDOT and authorize the Mayor to execute the contract.

13. Demolition of the Michigan Building, 206 East Douglas. (District VI)

RECOMMENDED ACTION: Find there is “no feasible and prudent alternative” to the demolition of the Michigan Building and approve the request for demolition.

14. Second Reading Ordinances: (First Read May 12, 2009)

- a. List of Second Reading Ordinances (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

\*\*\*Workshop to follow\*\*\*

City of Wichita  
City Council Meeting  
May 19, 2009

**TO:** Mayor and City Council

**SUBJECT:** Quarterly Financial Report for the quarter ending March 31, 2009

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

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**Recommendation:** Receive and file the quarterly financial report.

**Background:** The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site and citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

**Analysis:** Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the entries and adjustments that will be reflected in the Comprehensive Annual Financial Report for fiscal 2009.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Information supplementary to the financial statements begins on page 59, including information on the performance of invested funds, the City's bonded indebtedness relative to the legal debt limitations, capital projects currently underway, tax abatements, the status of the Debt Service fund relative to any debt service payments due from the tax increment financing districts, and a quarterly summary of disadvantaged and emerging business activity.

**Financial Considerations:** The Director of Finance will provide a financial overview and stand for questions.

**Goal Impact:** The Internal Perspective is advanced with the Quarterly Financial Report providing information on the financial condition of City to the City Council, to the Citizens of Wichita and to investors. In addition, the report demonstrates budgetary compliance with applicable laws and ordinances for the reporting year.

**Legal Considerations:** No consideration necessary.

**Recommendations/Actions:** It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended March 31, 2009.

**Agenda Item No. III-2.**

**City of Wichita  
City Council Meeting  
May 19, 2009**

**To:** Mayor and City Council

**Subject:** Substantial Amendment to the 2008-2009 One Year Action Plan for CDBG-R

**Initiated By:** Housing and Community Services Department

**Agenda:** New Business

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**Recommendation:** Authorize publication of the City's proposed substantial amendment to the Consolidated Plan 2008 Action Plan for public comment.

**Background:** Wichita is recognized as an "entitlement" city by the U.S. Department of Housing and Urban Development (HUD). This is based on a federal formula which looks at total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. Because of the City's "entitlement" status, Wichita is scheduled to receive a direct allocation of Community Development Block Grant funds from the American Recovery and Reinvestment Act of 2009 (ARRA). HUD has instructed communities scheduled to receive these funds, to amend their Consolidated Plan 2008 Action Plan in order to receive the funding, and to publish it for a seven day public comment period.

**Analysis:** The Community Development Block Grant funds from the ARRA are referred to as CDBG-R, and are to be used according to guidelines for Community Development Block Grant (with a few exceptions), and must be programmed to achieve the goals of the ARRA.

One of the goals of the ARRA is swift implementation and in accordance with that expectation, the Substantial Amendment must be submitted to HUD by June 5, 2009. In that plan HUD expects jurisdictions to identify projects that can be implemented quickly and will achieve goals identified in the recovery legislation, including job retention and job creation and economic recovery. All funds must be expended by September 30, 2012.

**Financial Consideration:** The City's allocation of CDBG-R funds is \$764,126. All are federal funds; no City funds will be required to implement this program.

**Goal Impact:** Expenditure of CDBG-R Program funds will impact Economic Vitality & Affordable Living, Core Area and Neighborhoods and Quality of Life goals.

**Legal Consideration:** HUD has established the criteria for development of the substantial amendment to the One Year Action Plan. Staff have completed the substantial amendment.

**Recommendation/Actions:** It is recommended that the City Council authorize publication of the City's proposed substantial amendment to the Consolidated Plan 2008 Action Plan for public comment.

**Attachments:** Substantial amendment to the Consolidated Plan 2008 Action Plan, certifications, and SF-424.

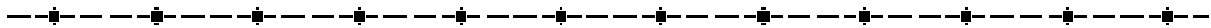
City of Wichita  
Substantial Amendment to the 2008-2009 One Year Action Plan

Community Development Block Grant-R  
Title XII of the American Recovery and Reinvestment Act of 2009

Program Summary A: CDBG-R funds will be used to perform comprehensive sidewalk repairs in CDBG-eligible areas. Repairs will be made in areas which are identified by the Public Works Department as having a high number of complaints and poor sidewalk conditions. The objective will be to create a visible impact in the entire area.

Background: Many of the city's low income neighborhoods have deteriorating infrastructure. This deterioration has a negative impact on the ability to revitalize the areas and encourage economic development investments. Most of the residents in these areas, do not have sufficient financial resources to pay for the cost of improving the sidewalks. Continued deterioration is the result and the areas continue to be depressed. Additionally, sidewalks in disrepair create safety hazards for pedestrians. The City of Wichita has invested CDBG funds in the past, in similar areas, with very positive results. The community has experienced the "broken window" theory in reverse – as the infrastructure improved other visible improvements began to emerge.

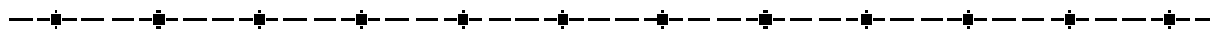
Funding: The City proposes to invest \$487,713 in sidewalk improvements to meet this need.



Program Summary B: CDBG-R funds will provide a façade improvement program for businesses located in the local investment areas.

Background: The City's revitalization strategies for many of its low income neighborhoods, include development and retention of neighborhood businesses. The goal of the strategy is to stabilize the neighborhood and provide a source of resources for residents to access goods and services – and provide a source of employment for area residents. Just as the City's experience in investing in sidewalk improvements has served as an encouragement to residents to maintain and upgrade their properties, it is anticipated that the façade improvement program will have a positive impact on neighborhood businesses' decision to stay or locate in the area.

Funding: The City proposes to invest \$200,000 in the façade improvement program for businesses located in the local investment areas.



Administration: the City of Wichita will retain the maximum amount available, \$76,713 for program administration.

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan --** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace --** It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying --** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction --** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which It is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan --** The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3 --** It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation --** It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan --** Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan --** It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds --** It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) , (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force --** It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws --** The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint --** Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws --** It will comply with applicable laws.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### **OPTIONAL CERTIFICATION CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance --** If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs --** it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance --** before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## ESG Certifications

The Emergency Shelter Grantee certifies that:

**Major rehabilitation/conversion --** It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for rehabilitation (other than major rehabilitation or conversion), the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

**Essential Services and Operating Costs --** Where assistance involves essential services or maintenance, operation, insurance, utilities and furnishings, it will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

**Renovation --** Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services --** It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal State, local, and private assistance.

**Matching Funds --** It will obtain matching amounts required under 24 CFR 576.51.

**Confidentiality --** It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement --** To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

**Consolidated Plan --** It is following a current HUD-approved Consolidated Plan or CHAS.

**Discharge Policy ----** It has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

**HMIS –** It will comply with HUD’s standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### **HOPWA Certifications**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## APPENDIX TO CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check \_\_\_ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Application for Federal Assistance SF-424		Version 02
<b>*1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>*2. Type of Application</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision  <b>* If Revision, select appropriate letter(s)</b>  <b>*Other (Specify)</b> _____
<b>3. Date Received:</b>		<b>4. Applicant Identifier:</b> B-08-MC-200004
<b>5a. Federal Entity Identifier:</b> B-08-MC-200004		<b>*5b. Federal Award Identifier:</b>
<b>State Use Only:</b>		
<b>6. Date Received by State:</b>		<b>7. State Application Identifier:</b>
<b>8. APPLICANT INFORMATION:</b>		
<b>*a. Legal Name:</b> City of Wichita		
<b>*b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 48-6000653		<b>*c. Organizational DUNS:</b> 04-306-34-60
<b>d. Address:</b>		
<b>*Street 1:</b> <u>332 N. Riverview</u>		
<b>Street 2:</b> _____		
<b>*City:</b> <u>Wichita</u>		
<b>County:</b> <u>Sedgwick</u>		
<b>*State:</b> <u>Kansas</u>		
<b>Province:</b> _____		
<b>*Country:</b> <u>United States of America</u>		
<b>*Zip / Postal Code</b> <u>67203</u>		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> Housing and Community Services		<b>Division Name:</b> Community Investments
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> <u>Ms.</u>		<b>*First Name:</b> <u>Mary</u>
<b>Middle Name:</b> <u>Kathryn</u>		
<b>*Last Name:</b> <u>Vaughn</u>		
<b>Suffix:</b> _____		
<b>Title:</b> <u>Director</u>		
<b>Organizational Affiliation:</b> N/A		
<b>*Telephone Number:</b> 316-462-3795		<b>Fax Number:</b> 316-462-3719
<b>*Email:</b> <u>mkvaughn@wichita.gov</u>		



**Application for Federal Assistance SF-424**

Version 02

**\*9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10 Name of Federal Agency:**

Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

\_\_\_\_\_

CFDA Title:

\_\_\_\_\_

**\*12 Funding Opportunity Number:**

Division A of the American Recovery and Reinvestment Act of 2009

\*Title:

Title XII

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Wichita, Kansas

**\*15. Descriptive Title of Applicant's Project:**

Community Development Block Grant-R

Infrastructure Improvements for Low to Moderate Income Property Owners

**Application for Federal Assistance SF-424**

Version 02

**16. Congressional Districts Of:**

\*a. Applicant: KS-004

\*b. Program/Project: KS-004

**17. Proposed Project:**

\*a. Start Date: August 1, 2009

\*b. End Date: September 30, 2012

**18. Estimated Funding (\$):**

*a. Federal	_____	\$764,126
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	\$764,126

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes      ☒ No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

**Authorized Representative:**

Prefix: Mr.      \*First Name: Carl

Middle Name: \_\_\_\_\_

\*Last Name: Brewer

Suffix: \_\_\_\_\_

\*Title: Mayor

\*Telephone Number: 316-268-4331

Fax Number: 858-7743

\* Email: cbrewer@wichita.gov

\*Signature of Authorized Representative:

\*Date Signed: June 3, 2009

**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

# INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	<b>Type of Submission:</b> (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>	10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
2.	<b>Type of Application:</b> (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> <li>A. Increase Award B. Decrease Award</li> <li>C. Increase Duration D. Decrease Duration</li> <li>E. Other (specify)</li> </ul> </li> </ul>	11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
3.	<b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.	12.	<b>Funding Opportunity Number/Title:</b> (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
4.	<b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.	13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
5a.	<b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.	14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
5b.	<b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.	15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
6.	<b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.	16.	<b>Congressional Districts Of:</b> (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district. <ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
7.	<b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.	17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
8.	<b>Applicant Information:</b> Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> <li>a. <b>Legal Name:</b> (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li>b. <b>Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</li> <li>c. <b>Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li>d. <b>Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li>e. <b>Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the</li> </ul>	18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State																								
	<b>f. Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.	20.	<b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.  If yes, include an explanation on the continuation sheet.																								
9.	<b>Type of Applicant: (Required)</b> Select up to three applicant type(s) in accordance with agency instructions.	21.	<b>Authorized Representative: (Required)</b> To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)																								
	<table border="1"> <tr> <td>A. State Government</td><td>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>B. County Government</td><td>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>C. City or Township Government</td><td>O. Private Institution of Higher Education</td></tr> <tr> <td>D. Special District Government</td><td>P. Individual</td></tr> <tr> <td>E. Regional Organization</td><td>Q. For-Profit Organization (Other than Small Business)</td></tr> <tr> <td>F. U.S. Territory or Possession</td><td>R. Small Business</td></tr> <tr> <td>G. Independent School District</td><td>S. Hispanic-serving Institution</td></tr> <tr> <td>H. Public/State Controlled Institution of Higher Education</td><td>T. Historically Black Colleges and Universities (HBCUs)</td></tr> <tr> <td>I. Indian/Native American Tribal Government (Federally Recognized)</td><td>U. Tribally Controlled Colleges and Universities (TCCUs)</td></tr> <tr> <td>J. Indian/Native American Tribal Government (Other than Federally Recognized)</td><td>V. Alaska Native and Native Hawaiian Serving Institutions</td></tr> <tr> <td>K. Indian/Native American Tribally Designated Organization</td><td>W. Non-domestic (non-US) Entity</td></tr> <tr> <td>L. Public/Indian Housing Authority</td><td>X. Other (specify)</td></tr> </table>	A. State Government	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)	B. County Government	N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)	C. City or Township Government	O. Private Institution of Higher Education	D. Special District Government	P. Individual	E. Regional Organization	Q. For-Profit Organization (Other than Small Business)	F. U.S. Territory or Possession	R. Small Business	G. Independent School District	S. Hispanic-serving Institution	H. Public/State Controlled Institution of Higher Education	T. Historically Black Colleges and Universities (HBCUs)	I. Indian/Native American Tribal Government (Federally Recognized)	U. Tribally Controlled Colleges and Universities (TCCUs)	J. Indian/Native American Tribal Government (Other than Federally Recognized)	V. Alaska Native and Native Hawaiian Serving Institutions	K. Indian/Native American Tribally Designated Organization	W. Non-domestic (non-US) Entity	L. Public/Indian Housing Authority	X. Other (specify)		
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**CITY OF WICHITA**  
**City Council Meeting**  
**May 19, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** An Ordinance Amending Section 11.36.040 of the Code of the City of Wichita, Kansas, pertaining to Stop Signs-Yield Signs.

**INITIATED BY:** Wichita Police Department

**AGENDA:** New Business

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**Recommendation:** Place amendment of ordinance on first reading.

**Background:** K.S.A. 8-1528 was amended by the legislature and now requires motorists to yield the right-of-way to pedestrians within a crosswalk at an intersection. City of Wichita ordinance 11.36.040 does not contain the same prohibition, and as a result, does not allow officers of the Wichita Police Department to enforce this type of violation. Amending City of Wichita Ordinance 11.36.040 to reflect the same prohibition as state statute would allow consistent enforcement by Wichita Police.

**Analysis:** The amendments to City of Wichita Ordinance 11.36.040 would make the provisions conform to requirements in Kansas Statute 8-1528, regarding pedestrians having the right-of-way in crosswalks at intersections.

**Financial Considerations:** None

**Goal Impact:** Provide a Safe and Secure Community. This ordinance will allow the Wichita Police Department to charge violations pertaining to drivers who do not yield the right-of-way to pedestrians in crosswalks at intersections, and would allow the prosecution of these violations within municipal court.

**Legal Considerations:** The amendment of this ordinance was approved as to form by the Law Department.

**Recommendations/Actions:** Place amendment of ordinance on first reading.

**Attachment:** Delineated copies of the ordinance.

(First Published in The Wichita Eagle on June 5, 2009)

May , 2009

ORDINANCE NO.48-332

AN ORDINANCE AMENDING SECTION 11.36.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO STOP SIGNS-- YIELD SIGNS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**Section 1.** 11.36.040 of the Code of the City of Wichita, Kansas, shall read as follows:

- (a) Preferential right-of-way may be indicated by stop signs or yield signs as authorized in Section 11.36.020.
- (b) Except when directed to proceed by a police officer, every driver of a vehicle approaching a stop sign shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After having stopped, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time when such driver is moving across or within the intersection, or junction of roadways. Such driver shall yield the right-of-way to pedestrians within an adjacent crosswalk.
- (c) The driver of a vehicle approaching a yield sign shall, in obedience to such sign, slow down to a speed reasonable for the existing conditions and, if required for safety to stop, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, than at the point nearest the intersecting

roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After slowing or stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection, or junction of roadways. Such driver shall yield the right-of-way to pedestrians within an adjacent crosswalk. If a driver is involved in a collision with a vehicle in the intersection or junction of roadways or with a pedestrian in an adjacent crosswalk, after driving past a yield sign without stopping, such collision shall be deemed prima facie evidence of the driver's failure to yield the right-of-way.

**Section 2.** The original of Section 11.36.040 of the Code of the City of Wichita, Kansas, is hereby repealed.

**Section 3.** This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of June, 2009.

---

Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

---

Gary E. Rebenstorf  
Director of Law and City Attorney



(First Published in The Wichita Eagle on \_\_\_\_\_)

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 11.36.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO STOP SIGNS-- YIELD SIGNS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**Section 1.** 11.36.040 of the Code of the City of Wichita, Kansas, shall read as follows:

- (a) Preferential right-of-way ~~at an intersection~~ may be indicated by stop signs or yield signs as authorized in Section 11.36.020.
- (b) Except when directed to proceed by a police officer ~~or traffic control signal~~, every driver of a vehicle approaching ~~a stop intersection indicated by a stop sign~~ shall stop ~~as required in Section 11.36.020~~ at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. ~~and after~~ After having stopped, the driver shall yield the right-of-way to any vehicle ~~which has entered~~ in the intersection or approaching on another roadway from ~~another roadway or which is approaching so closely on said roadway as to~~ constitute an immediate hazard during the time when such driver is moving across or within the intersection, or junction of roadways. Such driver shall yield the right-of-way to pedestrians within an adjacent crosswalk.

(c) The driver of a vehicle approaching a yield sign shall, in obedience to such sign, slow down to a speed reasonable for the existing conditions and, if required for safety to stop, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, than at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After slowing or stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another ~~highway~~ roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection, or junction of roadways. Such driver shall yield the right-of-way to pedestrians within an adjacent crosswalk. ; provided, however, that if such If a driver is involved in a collision with a vehicle in the intersection or junction of roadways or with a pedestrian in an adjacent crosswalk, after driving past a yield sign without stopping, such collision shall be deemed prima facie evidence of ~~his~~ the driver's failure to yield the right-of-way.

**Section 2.** The original of Section 11.36.040 of the Code of the City of Wichita, Kansas, is hereby repealed.

**Section 3.** This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

---

Gary E. Rebenstorf  
Director of Law and City Attorney

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Cultural Funding Recommendations

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** New business

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**Recommendation:** Approve the Fiscal Year (FY) 2010 funding allocations recommended for arts and cultural organizations by the Cultural Funding Committee.

**Background:** In 2005, the City Council approved the formation of the Cultural Funding Committee consisting of 11 members. Members of City Council appointed seven members. The Arts Council appointed four members. The committee consists of representatives from government, education, business, philanthropy, arts organizations and the public at large. The committee was assigned the responsibility to make recommendations to the City Manager and members of City Council on allocation of additional funding through operational grants for arts and cultural organizations.

This year the amount of the equivalent of one mill levy totaled \$3,208,113.00 which was recommended to be reduced by 5% to address the projected deficit in the City budget for FY2010. This left the amount of \$3,047,707 to be allocated to the arts and cultural organizations by the Cultural Funding Committee.

In November 2008, the City Council approved the Cultural Arts Plan. This plan recommended the City enter into Operating Agreements with the Group 1 organizations. The Group 1 organizations consist of cultural facilities in which the City owns the facility or employs staff or owns the collection. The Group 1 organizations identified in the plan include the Wichita Art Museum, Botanica, Mid-America All-Indian Center, Old Cowtown Museum, and the Wichita-Sedgwick County Historical Museum. While the operating agreements attempt to address the operational funding needs for the organizations, additional City resources are needed as well from Parks and Recreation and Public Works.

Funding allocations to Group 1 organizations were capped in 1999 by the City Council. In 2003 the City Council further reduced those allocations by an additional 7%. The approved Cultural Arts Plan supports increasing allocations to Group 1 organizations to address cost of living increases and other reductions in funding.

Once the operating agreement amounts had been subtracted, the amount that was left from the equivalent of one mill levy was then allocated to the 501 (C3) organizations in Wichita through a competitive grant process. This amount was \$421,540. The Cultural Funding Committee members reviewed 28 grant applications and completed the grant process on April 28, 2009.

**Analysis:**

Staff negotiated operating agreements with the Group 1 organizations through the month of March 2009. The agreements include operational funding amounts based on the organization's historical funding amounts from the City plus the amount the organizations received for supplemental funding in the past. The operating agreements are five-year contracts with yearly review and include a 1.5% increase for 2011, and a 3% increase in funding for years 2012, 2013, and 2014. The Cultural Funding Committee reviewed and approved the proposed operational agreement amounts with recommendations for funding of \$40,000 over the \$117,900 negotiated for Mid-America All-Indian Center to allow for additional staff. Staff recommended \$300,000 in additional funding for Old Cowtown Museum from the one mill levy for a total of \$541,850.

The funding recommendations by the Cultural Funding Committee are as follows:

**Group 1: Organizations in which the City owns the facility and/or employs staff and/or owns the collection**

Organization Name	Amount Received in 2009	FY2010 Amount Negotiated	FY2010 Amount Recommended
<b>Group 1 with Operating Agreement</b>			
Historical Museum	\$93,000.00	\$93,000.00	
	\$43,000.00	\$43,000.00	
<b>Total</b>	<b>\$136,000.00</b>	<b>\$136,000.00</b>	<b>\$136,000.00</b>
The Wichita Art Museum, Inc.	\$1,279,960.00	\$1,279,960.00	
	\$240,000.00	\$254,683.00	
<b>Total</b>	<b>\$1,519,960.00</b>	<b>\$1,534,643.00</b>	<b>\$1,534,643.00</b>
Mid-America All-Indian Center	\$57,900.00	\$57,900.00	\$40,000.00
	\$60,000.00	\$60,000.00	\$117,900.00
<b>Total</b>	<b>\$117,900.00</b>	<b>\$117,900.00</b>	<b>\$157,900.00</b>
Botanica, The Wichita Gardens	\$232,500.00	\$232,500.00	
	\$85,000.00	\$56,200.00	
<b>Total</b>	<b>\$317,500.00</b>	<b>\$288,700.00</b>	<b>\$288,700.00</b>
Cowtown	\$241,850.00	\$241,850.00	
	\$48,000.00	\$300,000.00	
<b>Total</b>	<b>\$289,850.00</b>	<b>\$541,850.00</b>	<b>\$508,924.00</b>
<b>Total Amount Recommended Group 1</b>		<b>\$2,619,093.00</b>	<b>\$2,626,167.00</b>

*Funding amounts are based on historical "flat funding" plus the "supplemental" funding allocated through the competitive Cultural Funding grant process.*

**Group 2 and 3: Organizations in which the City owns the facility but does not employ staff, does not own the collection, and/or in which the City allows the organization special consideration for office and performance space.**

Organization Name	Amount Received in 2009	FY2010 Amount Requested	FY2010 Amount Recommended
<b>Group 2 and 3</b>			
Wichita Symphony	\$95,000.00	\$125,000.00	\$80,000.00
Music Theatre of Wichita	\$75,000.00	\$100,000.00	\$85,000.00
Wichita Grand Opera	\$30,000.00	\$90,000.00	\$20,000.00
Museum of World Treasures	\$0.00	\$160,000.00	\$15,000.00
Kansas Aviation Museum	\$28,000.00	\$100,000.00	\$20,000.00
Kansas Sports Hall of Fame	\$0.00	\$120,000.00	\$0.00
Arts Council	\$6,540.00	\$6,540.00	\$6,540.00
Sedgwick County Zoological Society (County owned)	\$45,000.00	\$100,000.00	\$20,000.00
The Kansas African American Museum (County owned)	\$25,000.00	\$125,000.00	\$25,000.00
Exploration Place (County owned)	\$0.00	\$92,105.00	\$0.00
<b>Total for Group 2 and 3</b>	<b>\$304,540.00</b>	<b>\$1,018,645.00</b>	<b>\$271,540.00</b>

**Group 4: All other 501(C3) organizations in the City of Wichita**

Organization Name	Amount Received in 2009	FY2010 Amount Requested	FY2010 Amount Recommended
<b>Group 4</b>			
Friends University Fine Arts	\$0.00	\$35,000.00	\$5,000.00
Orpheum Performing Arts Center, Ltd	\$50,891.00	\$85,000.00	\$20,000.00
Newman University Fine Arts	\$0.00	\$5,000.00	\$0.00
Wichita Public Library Foundation	\$22,500.00	\$67,500.00	\$22,650.00
Chamber Music at the Barn	\$20,000.00	\$29,000.00	\$5,000.00
Arts Partners	\$33,000.00	\$40,000.00	\$35,000.00
Ballet Wichita	\$15,000.00	\$16,500.00	\$2,500.00
Wichita Children's Theatre	\$40,000.00	\$50,000.00	\$30,000.00
Emerald City Chorus	\$0.00	\$3,500.00	\$0.00
Wichita Chamber Chorale Inc.	\$2,000.00	\$5,000.00	\$0.00
Wichita Chorus Sweet Adelines	\$0.00	\$3,500.00	\$0.00
Opera Kansas	\$5,000.00	\$9,000.00	\$2,000.00
Heart of America Men's Chorus Inc.	\$5,000.00	\$10,000.00	\$0.00
The Griots Storytelling Institute	\$1,000.00	\$12,000.00	\$6,000.00
WSU Foundation (Ulrich Museum)	\$20,000.00	\$40,000.00	\$10,000.00
Wichita Black Arts Festival Association	3,000.00	20,000.00	0.00
Music Theatre for Young People	\$4,000.00	\$12,000.00	\$1,500.00
American Guild of Organists	\$450.00	\$500.00	\$350.00
Air Capital Chorus	\$0.00	\$2,900.00	\$0.00
Tallgrass Film Festival	\$10,000.00	\$20,000.00	\$10,000.00
<b>Total for Group 4</b>		<b>\$466,400.00</b>	<b>\$150,000.00</b>
<b>Total Requests (34 Organizations)</b>		<b>\$3,993,555.00</b>	<b>\$3,047,707.00</b>

Cultural Funding 1 mill growth		\$3,208,113.00	
5% reduction		\$160,406.00	
<b>TOTAL with reduction Left for Cultural Funding</b>		<b>\$3,047,707.00</b>	<b>\$3,047,707.00</b>

**Financial Consideration:** The projected equivalent of one mill levy for FY2010 amounted to \$3,208,113.00 which was then reduced by 5% to address the projected budget deficit for FY2010. The funding recommendations to be allocated from the Cultural Funding Committee were based on the total amount remaining of \$3,047,707.00.

**Goal Impact:** To enhance the quality of life for citizens of Wichita by protecting the City's investment in arts and cultural organizations.

**Legal Consideration:** The Law Department will approve the Operational Agreements and Cultural Funding Contracts as to form.

**Recommendations/Action:** Approve the FY2010 funding allocations recommended for arts and cultural organizations by the Cultural Funding Committee.

**Attachment:** None

City of Wichita  
City Council Meeting  
May 19, 2009

**TO:** Mayor and City Council

**SUBJECT:** Trail Marker and Sign Donation. (All Districts)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

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**Recommendation:** Accept the donation.

**Background:** The Park and Recreation Department was approached by Mr. Richard Schodorf of Sunflower Title with a proposal to donate the following; in-ground distance markers for trails, signs to provide the public with trail information, signs to designate downtown walking trails and supplemental golf course yardage markers on City golf courses. In exchange for this donation, Mr. Schodorf requests recognition of the company name, Sunflower Title, on all signs and markers. Mr. Schodorf is also providing quotes of “Wit and Wisdom” from Kansans to place on the signs and markers. The Park Board approved development of a marking plan for consideration. The plan to accept and install these markers was reviewed and approved by the Park Board on January 12, 2009.

**Analysis:** Installation of additional information on City trail system and golf courses will enhance the experience for patrons. This will improve customer service and can potentially increase the number of citizens using our trail system and golf facilities.

**Financial Considerations:** There are no commodity expenditures in this plan. All product, cost estimate is \$39,000, will be purchased and provided by Sunflower Title per specifications from the Park Department. Donated product will become property of the City of Wichita. Sunflower Title will provide a bill of sale and receipts/lien waivers for all products. City staff will install the signs.

**Goal Impact:** This project will improve the quality of life of trail users and golf patrons by enhancing the experience and improving the fitness levels of participants.

**Legal Considerations:** None.

**Recommendation/Action:** It is recommended that the City Council accept the donation.

**Attachments:** None.



**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** 13<sup>th</sup> Street and Mosley Intersection Improvement (District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

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**Recommendations:** Approve the increased budget.

**Background:** The 2007-2016 Capital Improvement Program (CIP) adopted by the City Council includes a project to improve the intersection of 13<sup>th</sup> Street and Mosley. The City Council approved the project on October 18, 2005, but construction has been delayed until Federal Transportation Grants became available.

**Analysis:** The project will provide left turn lanes on all approaches to the 13<sup>th</sup> Street and Mosley intersection and reconstruct 13<sup>th</sup> Street west to the Central Railroad Corridor Improvement and east to Washington. Traffic signals will be upgraded to provide left turn signal phases at all four approaches to the intersection. Drainage will be improved. Construction is planned to begin this summer.

**Financial Considerations:** The authorized budget approved prior to 2007 is \$1,700,000 with \$800,000 paid by the City and \$900,000 paid by Federal Grants administered by the Kansas Department of Transportation. The budget required to complete the project is \$2,360,000 with \$1,400,000 paid by the City and \$960,000 by Federal Grants. The funding source for the \$600,000 increase in the City share is included in the 2007-2016 CIP, General Obligation Bonds.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow and safety at a major intersection.

**Legal Considerations:** The Department of Law has approved the amending ordinance as to legal form.

**Recommendation/Actions:** It is recommended that the City Council approve the increased budget, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

**Attachments:** Map, CIP sheet, ordinance.

Published in the Wichita Eagle on June 5, 2009

ORDINANCE NO. 48-333

AN ORDINANCE AMENDING ORDINANCE NO. **46-805** OF THE CITY OF WICHITA, KANSAS DECLARING **13TH STREET AND MOSLEY (472-84269)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 3 of Ordinance **46-805** is hereby amended to read as follows:

“SECTION 3. The costs of the construction of the above described improvements is estimated to be **Two Million Three Hundred Sixty Thousand Dollars (\$2,360,000)** exclusive of the cost of interest on borrowed money, with \$1,400,000 paid by the City of Wichita and \$960,000 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original of SECTION 3 of Ordinance No. **46-805** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of June, 2009.

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Carl Brewer, Mayor

ATTEST:

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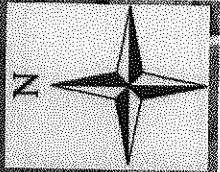
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

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Gary E. Rebenstorf  
Director of Law



Washington Ave.

N WASHINGTON AVE

Mosley Ave.

OSLEY AVE

13<sup>th</sup> Street North

N MEAD AVE

N BARWISE AVE

Central Rail Corridor

N SANTA FE AVE

# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

### CITY OF WICHITA

USE:

To Initiate Project

☐

To Revise Project

☒

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 4/29/2009	4. Project Description & Location 13th/Mosley Intersection	
5. CIP Project Number MS-200402	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised		
As Required	As Required			

12. Project Cost Estimate					12A.	
ITEM	GO	SA	KDOT	TOTAL	Yes	No
Right of Way						
Paving, grading & const.	\$1,400,000		\$960,000	\$2,360,000		
Bridge & Culverts						
Drainage						
Sanitary Sewer					X	
Sidewalk						
Water						
Railroad						
Totals	\$1,400,000		\$960,000	\$2,360,000		
Total CIP Amount Budgeted						
Total Prelim. Estimate						

13. Recommendation: Approve the budget increase and amending Ordinance

472-84269

Division Head

Budget Officer

City Manager

Department Head

Date

Date

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Interlocal Service Agreement between the City of Wichita and Arkansas City, Kansas for Office of Central Inspection building plan review services

**INITIATED BY:** Office of Central Inspection

**AGENDA:** New Business

---

**Recommendations:** Approve the Interlocal Service Agreement between Wichita and Arkansas City, Kansas for Office of Central Inspection building plan review services, and authorize necessary signatures.

**Background:** The City of Arkansas City school district has recently passed a school bond project for expansion and remodeling of most district schools. Many of these Arkansas City school bond projects have been designed, and will be submitted to the Arkansas City Department of Building, Planning and Codes over the next several months for project plan review and permitting. Several Arkansas City hospital construction projects will also be submitted to the Arkansas City Department of Building, Planning and Codes within the next three (3) to nine (9) months for project plan review and permitting.

Arkansas City has requested the City of Wichita, through its Office of Central Inspection, to perform certain Arkansas City school and hospital project plan review services related to construction permitting. Arkansas City has adopted model building and trade construction codes quite similar to Wichita's building and trade construction codes. It is anticipated that such construction project plan review services will be required by Arkansas City until late 2009 or early 2010.

Due to the recent downturn in the economy, the number of Wichita building permit project plans submitted to the Office of Central Inspection has decreased. This slowdown in building permit project submittals is projected to continue until the last quarter of 2009 or the first quarter of 2010. The proposed Interlocal Service Agreement with Arkansas City will keep trained Office of Central Inspection Plan Review staff busy, will generate additional revenue to the Office of Central Inspection and will provide a needed short-term service to Arkansas City.

**Analysis:** Office of Central Inspection project plan review services will be billed to Arkansas City at an hourly rate of \$45 per hour, which will cover the estimated hourly wages, benefits and overhead costs for an Office of Central Inspection Plans Examiner. One (1) set of building project plans will be submitted directly to the Office of Central Inspection for review and issuance of project plan review comments. Required building project plan revision documents will also be submitted to the Office of Central Inspection for review and comment. Arkansas City will be responsible for project site plan reviews, permit issuance and all on-site permit inspections, so no travel to Arkansas City by Office of Central Inspection staff will be necessary. Identification of building project plans to be reviewed by the Office of Central Inspection, plan review timelines, submission of billing statements and any reporting requirements of the contract will be coordinated by the Superintendent of Central Inspection and the Director of the Arkansas City Department of Building, Planning and Codes.

**Financial Considerations:** Office of Central Inspection building project plan review services will be billed monthly at a rate of \$45 per hour. Per the Interlocal Service Agreement, the billed services will be paid by Arkansas City within thirty days. It is estimated that Office of Central Plan Review staff will dedicate in the range of 400 – 600 hours to building permit project plan review services for Arkansas City (\$18,000 - \$27,000 in billable services).

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. The proposed Interlocal Service Agreement impacts the *Provide a Safe and Secure Community* goal. The proposed Agreement will not negatively impact this goal since the number of building permit project plans submitted to the Office of Central Inspection has decreased and is projected to remain at a reduced level for six (6) to nine (9) months.

**Legal Considerations:** The Interlocal Service Agreement has been reviewed and approved as to form by both the City of Wichita Law Department and Arkansas City legal staff.

**Recommendations/Actions:** It is recommended that the City Council approve the contract between the City of Wichita and Arkansas City, Kansas for Office of Central Inspection building plan review services for Arkansas City, and authorize necessary signatures.

**Attachment:** Interlocal Service Agreement.

INTERLOCAL SERVICE AGREEMENT  
FOR BUILDING PERMIT PROJECT PLAN CODE REVIEW SERVICES OF  
BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING CODES

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_, 2009, by and between the City of Wichita, Kansas hereinafter referred to as the "City," and Arkansas City, Kansas, hereinafter referred to as "Arkansas City."

WITNESSETH:

WHEREAS, the City and Arkansas City are desirous of providing the best possible building permit project plan code review, code inspection and enforcement to their citizens and its environs: including building permit project plan code reviews, code inspections and enforcement based upon standardized building, electrical, plumbing, and mechanical codes: and

WHEREAS, the City currently provides building permit project plan code review, code inspection and enforcement in Wichita through its Office of Central Inspection; and

WHEREAS, the Arkansas City has requested the City, through its Office of Central Inspection, provide limited building permit project plan code review services for Arkansas City; and

WHEREAS, City and Arkansas City are authorized to enter into an interlocal agreement for such services pursuant to K.S.A. 12-2908, and such agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-290 I, *et seq.*;

WHEREAS, the City and the Arkansas City are desirous of providing the citizens of Arkansas City with building permit project plan code review services based upon Arkansas City's standardized building, electrical, plumbing and mechanical codes, as amended by Arkansas City, which uniformly meet the needs of Arkansas City for the protection of public health, safety, and welfare, with qualified building permit project plan code review services.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein the parties do agree as follows:

I. The City, through its Office of Central Inspection, shall provide building permit project plan code review services to Arkansas City based upon the current Arkansas City building, electrical, plumbing, and mechanical codes.

2. The Director of the Office of Central Inspection shall provide for the administration and supervision of said building permit project plan code review services, and shall make an annual written report to the governing body of Arkansas City concerning the operation of said building permit project plan code review services in Arkansas City, or as otherwise requested by Arkansas City.

3. Arkansas City shall appoint one person from the governing unit to serve as liaison to the City Office of Central Inspection for purpose of achieving the aims and objectives of this interlocal service agreement which includes requesting building permit project plan code review services in Arkansas City.



4. The City shall perform only such building permit project plan code review services as is requested by Arkansas City and shall be compensated for only those building permit project plan code review services so performed by the City.

5. The City shall deter all prosecutorial decisions to Arkansas City and any fines collected as a result of said prosecutorial efforts shall be retained by Arkansas City, and the City shall make no claim or demand for any portion of any fines collected by Arkansas City as a result of enforcement activity within the corporate boundaries of Arkansas City. Office of Central Inspection shall not perform any code inspection enforcement until such duly authorized and enacted ordinance has been adopted by the governing body of Arkansas City.

6. Arkansas City shall pay to the City, the sum of forty-five (\$45.00) dollars per hour for building permit project plan code review services and other services performed by the City at request of Arkansas City. Payment shall be by Arkansas City check or warrant, paid within 30 days of receipt of a written invoice for services.

7. Either party to this agreement shall have the right to terminate this agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing 30 days prior to the effective date of termination.

Notice shall be sent to:

CITY:

Office of Central Inspection

Attn: Kurt Schroeder

455 N. Main, City Hall, 7<sup>th</sup> Floor

Wichita, KS 67202.

And

ARKANSAS CITY

Department of Building, Planning, and Codes

Attn. Matt Rowland

118 W. Central

Arkansas City, KS 67005

8. Arkansas City hereby expressly agrees and covenants that it will hold and save harmless and indemnify City, its officers, agents, servants, and employees from liability of any nature or kind arising out of any act or omission relating to the provisions of this agreement to the extent allowable under the Kansas Tort Claims Act, and excepting claims based on acts or omissions by the City or its agents and/or employees.

City hereby expressly agrees and covenants that it will hold and save harmless and indemnify Arkansas City, its officers, agents, servants, and employees from liability of any nature or kind arising out of any act or omission relating to the provisions of this agreement to the extent allowable under the Kansas Tort Claims Act, and excepting claims based on acts or omissions by the Arkansas City or its agents and/or employees.

9. This agreement contains the entire agreement between the parties hereto. No amendment, waiver or modification of this agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.

10. This agreement shall become effective upon signature of approval of both parties, and shall continue in force and effect until terminated by either party as provided in paragraph 8 above.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures on the date herein written.

**THE CITY OF ARKANSAS CITY, KANSAS**

By: \_\_\_\_\_  
JAY WARREN, Mayor

ATTEST:

By: \_\_\_\_\_  
Lesley Shook, City clerk

**THE CITY OF WICHITA, KANSAS**

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

By: \_\_\_\_\_  
Karen Sublett, City clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Engineering and Management Bond Services

**INITIATED BY:** Water Utilities

**AGENDA:** New Business

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**Recommendation:** Approve the Contract with Burns & McDonnell for the Condition and Operation Report and the Bond Feasibility Study.

**Background:** On November 27, 2007, the City Council approved hiring Burns & McDonnell to prepare the reports necessary for the 2008 Revenue Bond sale. The City Council also agreed to continue using the same firm in 2009 and 2010; however, the dollar amount was omitted from the Contract.

**Analysis:** The Water Utilities is legally required every three years to hire an independent engineering firm to evaluate and report on the condition and operation of the utility. The last report was completed in November of 2007.

In addition, a Bond Feasibility Study must be conducted prior to selling revenue bonds. It is the intent of the utility to sell revenue bonds in June 2009. The utility may also sell revenue bonds later this year, or at the beginning of 2010. Much of the information in these two reports is the same, so City Council had approved hiring one firm to provide both documents.

**Financial Considerations:** The cost proposed to provide the Condition and Operation Report and the Bond Feasibility Study was \$21,300 and \$19,900 respectively, with an agreement that fees to complete the 2009 and 2010 Bond Feasibility Studies would be similar to the 2008 study. The Condition and Operation report is an operational expense that will be paid from the operating budget. The cost for the Bond Feasibility Study will be included in bond issuance expenses.

**Goal Impact:** This action will ensure efficient infrastructure by providing reliable, compliant and secure utilities.

**Legal Considerations:** The Contract has been submitted to the Law Department for approval as to form.

**Recommendations/Actions:** It is recommended that the City Council: 1) award the Contract to Burns & McDonnell; and 2) authorize the necessary signatures subject to review and approval of the Contract by the Law Department.

**Attachments:** None.

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Water and Sewer Utility Revenue Bonds, Series 2009A and 2009B

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

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**Recommendation:** Adopt the resolution.

**Background:** The Water Utilities have undertaken major capital efforts for long-term (50 year) service extensions, the Equus Beds Aquifer Storage and Recovery (ASR) project and new sewage treatment facilities. In addition, some substantial rehabilitation projects have been accomplished. Rate increases for the utilities are driven, in part, by capital costs.

As Water and Sewer projects have been initiated, the City Council has adopted resolutions authorizing various system improvements and the issuance of revenue bonds. Additionally, notices of the Council's intent to carry out the improvements and issue the revenue bonds have been published in the City's official newspaper.

**Analysis:** The Water Utilities have been drawing down cash reserves, in anticipation of the issuance of revenue bonds, in order to fund the costs of improvement projects that were previously authorized for bond financing. The Water Utilities wish to proceed with the sale of tax-exempt revenue bonds at this time, in the approximate amount of \$125 million (Series 2009A) to permanently finance a portion of project costs and reimburse prior cash reserve expenditures. The ASR project, is a \$250 million project designed to ensure adequate water supplies for the region through the year 2050. Approximately \$50 million is being financed for the ASR project at this time based on a 30-year term to provide intergenerational equity. The remaining projects are being financed over 25 years.

For a number of years, revenue bonds issued by the Water Utilities have been insured and debt service reserve policies were held in lieu of cash funding the reserve requirements. As bond insurers were downgraded by the rating agencies with the financial turmoil beginning in 2008, the Utility began cash funding the bond reserve over a five-year period to comply with the requirements of existing bond covenants. However, to provide for the issuance of additional bonds (Series 2009A), the covenants require that bond reserves must be fully funded. As a result, the issuance of taxable revenue bonds (Series 2009B) in the approximate amount of \$12.1 million is also necessary at this time to fully fund the debt service reserve requirements in accordance with the bond covenants.

As mentioned above, previous Water and Sewer Utility revenue bonds have been issued with a AAA rating,

since the bonds were insured. Due to volatility in the financial markets beginning in 2008, virtually no bond insurers remain with a AAA rating. As a result, it is extremely likely that these bonds will be issued without insurance, relying solely upon the underlying rating received from Standard & Poor's. The current underlying rating with S&P is AA- and a new rating will be requested in connection with the issuance of the Series 2009A and 2009B bonds.

Staff recommends using a negotiated approach to selling the revenue bonds due to the need for expertise relative to the absence of bond insurance, structuring, term, marketing and other administrative assistance, which will enhance marketing the bonds and result in achieving optimal savings.

To assist with this negotiated sale, it is in the best interest of the City to utilize a financial advisor to aide in the structure, underwriter selection, timing, marketing, terms and perhaps most importantly, to oversee the fairness of the pricing. Staff recommends the use of services provided by Springsted Incorporated to assist in the analysis and bond structuring related to this issuance. Springsted is the financial advisor to Sedgwick County, selected through a competitive selection process.

The City desires to procure the services of a single underwriting firm to serve as Senior Managing Underwriter for the issuance of the revenue bonds. The services of the Senior Underwriter include providing assistance with structuring of the transaction and terms of sale, leading the marketing and underwriting of the bonds, assisting in the coordination of services provided by other agents in the sale process, development of sale related documentation and the assisting with the closing and bond settlement process.

**Financial Considerations:** The proceeds from the proposed bond sale will provide project funding, reimburse prior cash reserve expenditures and fully fund bond reserves. The debt service payments associated with the bonds will be funded entirely from net revenues derived from operations of the City's Water Utilities. The cost of the Underwriter will be based on the total par amount of the bonds issued. These costs, as well as the cost of the financial advisory services and other expenses such as rating fees, paying agent fees, Bond Counsel fees and other expenses are included in the principal amount of the bonds as issuance costs.

**Goal Impact:** The permanent financing of capital costs helps to ensure efficient infrastructure through construction efforts providing reliable, compliant and secure utilities. The Internal Perspective is also impacted as a result of the permanent financing of capital improvements and by offering these debt obligations through negotiated sale.

**Legal Considerations:** Principal financing documents will be prepared by the City's Bond Counsel, Kutak Rock, LLP, and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council (1) authorize Springsted to perform financial advisory services for the City; (2) adopt the resolution authorizing the intent to negotiate a sale for the issuance of revenue bonds; (3) authorize publication of the City's notice to issue revenue bonds for the funding of bond reserves; (4) authorize staff to proceed to negotiate the sale of the Water and Sewer Utility Revenue Bonds, Series 2009A and 2009B; (5) authorize the use and selection of an underwriter for the purpose of assisting in a negotiated sale; and, (6) authorize preparation and distribution of the Preliminary Official Statement upon completion.

**Attachment:** Resolution  
Public Notice



RESOLUTION NO. 09-150

A RESOLUTION OF THE CITY OF WICHITA, KANSAS,  
DECLARING THE INTENT TO NEGOTIATE THE SALE OF  
WATER AND SEWER UTILITY REVENUE BONDS;  
AUTHORIZING A NOTICE OF INTENT TO BE PUBLISHED  
AND AUTHORIZING CERTAIN OTHER MATTERS IN  
CONNECTION WITH SUCH SALE.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the “City”), has heretofore by Ordinance No. 39-888, adopted May 26, 1987, and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the “City of Wichita, Kansas Water and Sewer Utility” (herein sometimes referred to as the “Utility”); and

WHEREAS, the City is authorized under the laws of the State of Kansas to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility; and

WHEREAS, the Governing Body has heretofore by various resolutions duly adopted, found and determined it to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend or enlarge the Utility (the “Series 2009A Projects”), and found and determined it to be necessary and advisable to issue revenue bonds pursuant to the provisions of K.S.A. 10-1201 *et seq.*, as amended and supplemented (the “Act”), in order to pay the costs thereof, including the cost of funding reasonable reserves to the payment of such bonds and the costs of issuance of such bonds; and

WHEREAS, the Governing Body caused to be published in the City’s official newspaper notices of the City’s intention to construct each of the Series 2009A Projects and issue such revenue bonds determined necessary by the aforesaid resolutions, and within the 15-day period after the publication of each such notice as required by the Act, no written protest was filed in the Office of the City Clerk against the Series 2009A Projects and the issuance of such revenue bonds; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary at this time to declare its intent to sell through negotiation the City’s Water and Sewer Utility Revenue Bonds, Series 2009A, in the principal amount of approximately \$125,000,000 (the “Series 2009A Bonds”), and for the purpose of paying the cost of the Series 2009A Projects and, potentially, a portion of the Series 2009B Project hereinafter described; and

WHEREAS, the Governing Body has determined it is advisable to publish in the City’s official newspaper notice of the City’s intention to issue revenue bonds pursuant to the Act to finance a portion of the cost of funding the required reserve accounts for the City’s outstanding Utility revenue bonds, including the cost of issuing such bonds and the cost of funding a

reasonable reserve for the payment of such bonds (the "Series 2009B Project"); provided within the 15-day period after the publication of such notice as required by the Act, no written protest is filed in the Office of the City Clerk against the issuance of such revenue bonds; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary at this time to declare its intent to sell through negotiation the City's Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), in the principal amount of approximately \$12,100,000 (the "Series 2009B Bonds"), for the purpose of paying the cost of a portion of the Series 2009B Project;

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**SECTION 1.** Subject to the conditions set forth in Section 6 of this Resolution, the Governing Body hereby declares its intent to sell the Series 2009A Bonds and the Series 2009B Bonds (collectively, the "Bonds") through negotiation as described in this Resolution and to issue the Bonds in the manner provided by K.S.A. 10-101 *et seq.*, as amended and supplemented.

**SECTION 2.** The City's Financial Advisor for the Bonds, Springsted Incorporated (the "Financial Advisor"), in consultation with the City's staff and the City's Bond Counsel, Kutak Rock LLP ("Bond Counsel"), is authorized and directed to solicit proposals from investment banking firms to underwrite the sale of the Bonds and to provide such proposals to the Staff Screening and Selection Committee which will select an underwriter for the Bonds (the selected investment banking firm is referred to as the "Underwriter" in this Resolution).

**SECTION 3.** It is hereby further found and determined to be necessary, and it is hereby further authorized, ordered and directed, that a preliminary official statement shall be prepared by Bond Counsel in conjunction with City's staff, the Financial Advisor and the Underwriter.

**SECTION 4.** For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor or Finance Director is authorized to provide the Underwriter with a certification to the effect that the City deems the information contained in the preliminary official statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other action or execute such other documents as such officers in their reasonable judgment deem necessary to enable such Underwriter to comply with the requirements of such Rule.

**SECTION 5.** The City agrees to provide to the Underwriter within seven business days of the date of the purchase contract for the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of such Underwriter, whichever is earlier, sufficient copies of a final official statement to enable such Underwriter to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.



**SECTION 6.** Before issuing the Series 2009B Bonds, there shall be published one time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Series 2009B Project; and if within 15 days after the publication of such notice, there shall be filed with the City Clerk, a written protest against the Series 2009B Project, signed by not less than 20% of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Series 2009B Project to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body of the City shall proceed with the Series 2009B Project.

**SECTION 7.** The Mayor, City Clerk, Finance Director, City Attorney, Bond Counsel, Financial Advisor and other authorized staff and representatives of the City are hereby authorized and directed to take such other action as may be reasonably necessary to proceed with the issuance of the Bonds, all subject to approval of the issuance of the Bonds by the Governing Body.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on  
May 19, 2009.

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

(Published in the *Wichita Eagle*, on May 21, 2009)

## NOTICE

Notice is given that the Governing Body of the City of Wichita, Kansas (the "City"), previously provided notice of its intent to repair, alter, extend, reconstruct, enlarge or improve the municipal water and sewer system (the "Water and Sewer System") owned and operated by the City, by designing, constructing and acquiring the improvements to the Water and Sewer System, described on Exhibit A to this Notice (the "Improvements"). In order to finance the cost of required bond reserves for revenue bonds of the City previously issued to finance the cost of the Improvements, the Governing Body of the City intends to issue Water and Sewer System revenue bonds in an amount not to exceed \$12,500,000 (the "Bonds"), under the authority of K.S.A. 10-1201 *et seq.* (the "Act"). The total estimated cost of funding such bond reserves, including the cost of issuing the Bonds, is \$15,137,000 and the portion of such costs not paid through the issuance of Bonds has been financed by available funds of the Water and Sewer System.

The Bonds will not be general obligations of the City payable from taxation, but will be payable only from net revenues of the Water and Sewer System.

This Notice shall be published one time in the official newspaper of the City, and if within 15 days after the date of said publication there shall be filed with the City Clerk, a written protest against the issuance of the Bonds to finance the cost of such reserves (the "Project") signed by not less than 20% of the qualified electors of the City, then the Governing Body shall submit such proposed Project to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed within said period of time, the Governing Body shall proceed with the Project.

DATED: May 19, 2009.

/s/\_\_\_\_\_  
City Clerk

**Agenda Item V-1.**

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** SUB 2008-85 -- Plat of Girrens Addition located on the southwest corner of Pawnee and 119th Street West. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)

**Background:** This site, consisting of eight lots on 38.5 acres, has recently been annexed into Wichita's city limits. Zone changes (ZON 2008-13 and ZON 2008-16) from SF-5 Single-family Residential and SF-20 Single-family Residential to GO General Office, LC Limited Commercial and GC General Commercial have been approved. The Girrens Addition Commercial Community Unit Plans (CUP 2008-10 and CUP 2008-11, DP-312) have also been approved for this site. A Notice of Community Unit Plan (CUP) has been submitted identifying the approved CUP and its special conditions for development on this property.

**Analysis:** Petitions, 100 percent, and a Certificate of Petitions have been submitted for street and sewer improvements. In accordance with the CUP approval, a Cross-lot Circulation Agreement has been submitted to assure internal vehicular movement between the lots. A Shared Driveway Entrance Agreement (joint access openings) has been submitted.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Publication of the Ordinances should be withheld until the plat is recorded with the Register of Deeds.

**Financial Considerations:** None.

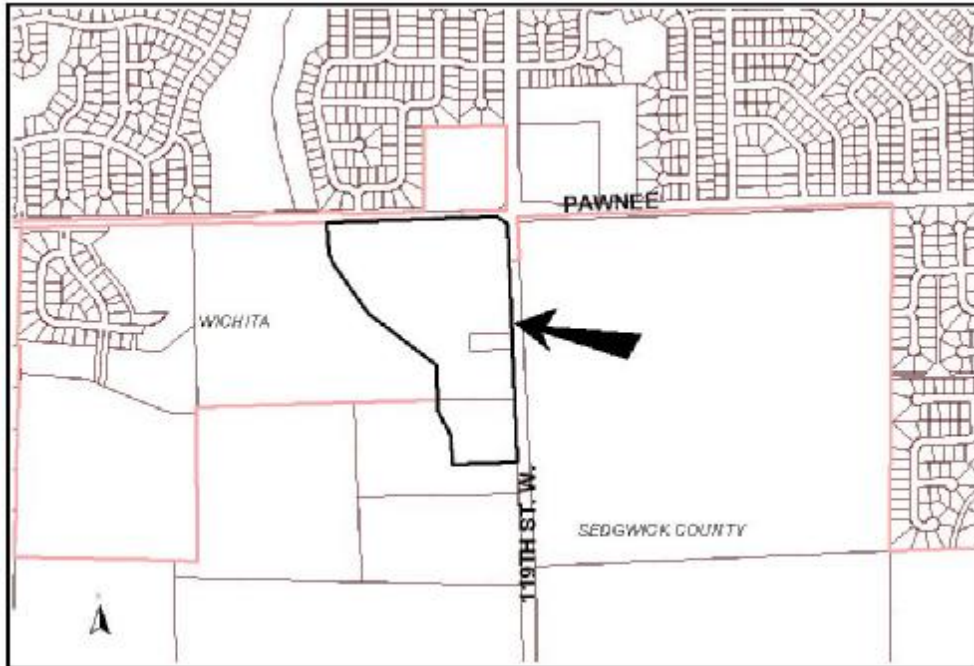
**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** The Notice of Community Unit Plan, Certificate of Petitions, Cross-lot Circulation Agreement and Shared Driveway Entrance Agreement will be recorded with the Register of Deeds.

**Recommendations/Actions:** Approve the documents and plat, authorize the necessary signatures, adopt

the Resolutions and approve first reading of the Ordinances.

**Attachments:** Certificate of Petitions, Notice of Community Unit Plan, Cross-lot Circulation Agreement and Shared Driveway Entrance Agreement.



**ORDINANCE NO. 48-334**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON 2008-13**

Zone change from SF-5 Single-family Residential to GO General Office for property described as:

Lots 1, 2, 3, 6 and the south 350 feet of Lot 8, Block 1, Girrens Addition, Wichita, Sedgwick County, Kansas; and,

SF-5 Single-family Residential to LC Limited Commercial, for property described as:

Lots 4, 5, and 8, except the south 350 feet, Block 1, Girrens Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southwest corner of Pawnee and 119<sup>th</sup> Street West.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

---

Carl Brewer, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

---

Gary E. Rebenstorf, City Attorney

**ORDINANCE NO. 08-335**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON 2008-16**

Zone change from SF-5 Single-family Residential to GC General Commercial for property described as:

Lot 7, Block 1, Girrens Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southwest corner of Pawnee and 119<sup>th</sup> Street West.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney



First Published in the Wichita Eagle on May 22, 2009

RESOLUTION NO. 09-141

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 13, MAIN 6, COWSKIN INTERCEPTOR SEWER, (SOUTH OF PAWNEE, WEST OF 119TH STREET WEST) 468-84604 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 13, MAIN 6, COWSKIN INTERCEPTOR SEWER, (SOUTH OF PAWNEE, WEST OF 119TH STREET WEST) 468-84604 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 13, Main 6, Cowskin Interceptor Sewer, (south of Pawnee, west of 119th Street West) 468-84604.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Thirty Thousand Dollars (\$230,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2009 exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvements district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Eighty-Three Thousand Eight Hundred Fifty Dollars (\$83,850).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GIRRENS ADDITION  
Lots 1 through 8, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 8, Block 1, GIRRENS ADDITION shall each pay 1/8 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment

to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 19<sup>th</sup> day of May, 2009.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on May 22, 2009

RESOLUTION NO. 09-142

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING LEFT TURN CENTER LANES AND RIGHT TURN DECELERATION LANES AT ALL FULL MOVEMENT APPROACHES AS INDICATED ON THE PLAT OF GIRRENS ADDITION ON PAWNEE AND 119TH STREET WEST (SOUTH OF PAWNEE, WEST OF 119TH STREET WEST) 472-84821 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING LEFT TURN CENTER LANES AND RIGHT TURN DECELERATION LANES AT ALL FULL MOVEMENT APPROACHES AS INDICATED ON THE PLAT OF GIRRENS ADDITION ON PAWNEE AND 119TH STREET WEST (SOUTH OF PAWNEE, WEST OF 119TH STREET WEST) 472-84821 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing left turn center lanes and right turn deceleration lanes at all full movement approaches as indicated on the plat of Girrens Addition on Pawnee and 119th Street West (south of Pawnee, west of 119th Street West) 472-84821.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to One Hundred Fifty Thousand Dollars (\$150,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GIRRENS ADDITION  
Lots 1 through 8, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 19<sup>th</sup> day of May, 2009.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

**CERTIFICATE**

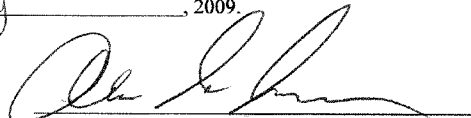
CITY OF WICHITA     )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS    )

I, Marilyn J. Becker, trustee of the William H. and Marilyn Joan Becker Living Trust Agreement, and Alan S. Girrens, owners of Girrens Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:


1. Street Improvements
2. Sanitary Sewer Improvements

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Girrens Addition, Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 6th day of February, 2009.

  
Alan S. Girrens

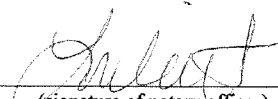
William H. and Marilyn Joan Becker Living Trust Agreement

  
Marilyn J. Becker, trustee

CITY OF WICHITA     )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS    )

The foregoing instrument was acknowledged before me this 6th day of  
February 2009, by Alan S. Girrens, owner of Girrens Addition, Wichita, Sedgwick  
County, Kansas.

Seal or Stamp

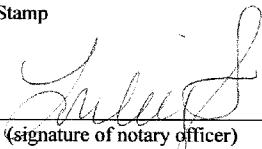
  
(signature of notary officer), Notary Public

My appointment expires: 4/13 20 10.

CITY OF WICHITA     )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS    )

The foregoing instrument was acknowledged before me this 6th day of  
February 2009, by Marilyn J. Becker, trustee, William H. and Marilyn Joan Becker  
Living Trust Agreement, owner of Girrens Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp

  
(signature of notary officer), Notary Public

My appointment expires: 4/13 20 10.

Page 1 of 2

**NOTICE OF COMMUNITY UNIT PLAN  
(GIRRENS ADDITION) (DP-312)**

THIS NOTICE made this 10th day of February, 2009, by Marilyn J. Becker, trustee of the William H. and Marilyn Joan Becker Living Trust Agreement, and Alan S. Girrens, hereinafter called "Declarant,"

**WITNESSETH**

WHEREAS, Declarant is the owner of the following-described property:

LOTS 1 – 8, BLOCK 1,  
GIRRENS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS.

and

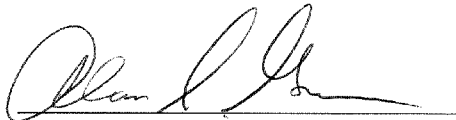
WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved community unit plan (GIRRENS ADDITION) (DP-312) has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot(s) 1 - 8, Block 1, Girrens Addition, Wichita, Sedgwick County, Kansas.


EXECUTED the day and year first written above.

f:/docs/office/reqs/cupnot.doc  
10/11/95

By:

  
Alan S. Girrens

William H. and Marilyn Joan Becker Living Trust Agreement

  
Marilyn J. Becker, trustee


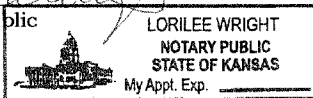
STATE OF KANSAS )  
 ) SS  
SEDGWICK COUNTY )

BE IT REMEMBERED, that on this 10th day of February, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Alan S. Girrens, personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

(My Commission Expires: 4/13/10)

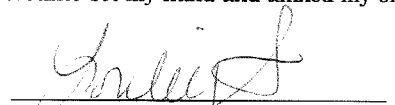
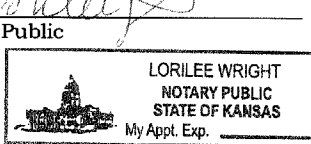
STATE OF KANSAS )  
 ) SS  
SEDGWICK COUNTY )

  
Notary Public  
  
LORILEE WRIGHT  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp. \_\_\_\_\_

BE IT REMEMBERED, that on this 10th day of February, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Marilyn J. Becker, trustee of the William H. and Marilyn Joan Becker Living Trust Agreement, personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

(My Commission Expires: 4/13/10)

  
Notary Public  
  
LORILEE WRIGHT  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp. \_\_\_\_\_



**CROSS-LOT CIRCULATION AGREEMENT**

**THIS DECLARATION**, made this 6<sup>th</sup> day of February, 2009 by the undersigned,

**WITNESSETH**; That,

**WHEREAS**, Declarants are the owners of the following described property:

Girrens Addition, Wichita, Sedgwick County, Kansas.

and

**WHEREAS**, it is desireable to provide a cross-lot circulation agreement for the benefit of the above described property; and

**WHEREAS**, Declarants are the owners of parcels of land, which combined comprise the property to be burdened by said agreement and desire hereby to establish cross-lot circulation agreement serving said property.

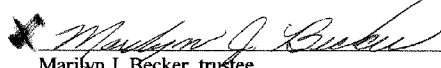
**NOW, THEREFORE**, Declarants hereby declare and establish the cross-lot circulation agreement, as follows:

1. Declarants grant to all future Owners, their agents, assigns, lessees, customers invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the above described property for driveways, walkways, ingress and egress, parking motor vehicles. All entrances, exits, aisle ways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.
2. The rights herein granted and all provisions hereof shall be deemed covenants that shall run with the land and shall inure to the benefit of and be binding upon Declarants and their successors and assigns.

**IN WITNESS WHEREOF**, this Declaration has been executed the date first above written.

  
Alan S. Girrens

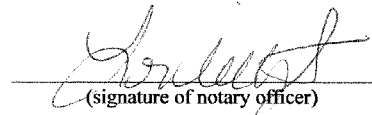
William H. and Marilyn Joan Becker Living Trust Agreement

  
Marilyn J. Becker, trustee

CITY OF WICHITA )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS )

The foregoing instrument was acknowledged before me this 10th day of  
February 2009, by Alan S. Girrens, owner of Girrens Addition, Wichita,  
Sedgwick County, Kansas.

Seal or Stamp

  
(signature of notary officer), Notary Public

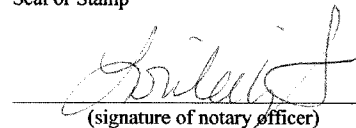


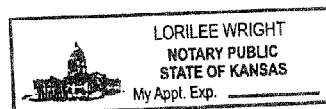
My appointment expires: 4/13 20 10

CITY OF WICHITA )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS )

The foregoing instrument was acknowledged before me this 10th day of  
February 2009, by Marilyn J. Becker, trustee, William H. and Marilyn Joan  
Becker Living Trust Agreement, owner of Girrens Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp

  
(signature of notary officer), Notary Public



My appointment expires: 4/13  
20 10

## SHARED DRIVEWAY ENTRANCE AGREEMENT

THE STATE OF KANSAS

COUNTY OF SEDGWICK

WHEREAS, I, Marilyn J. Becker, trustee of the William H. and Marilyn Joan Becker Living Trust Agreement, and Alan S. Girrens, are the owners of Girrens Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, the above described addition will be sharing "**Driveway Entrances**" as defined herein; and

WHEREAS, in order to maintain a high quality, commercial development while insuring a consistent, harmonious character to such properties and the preservation of their commercial suitability to each owner, it is deemed desirable to place certain restraints on the herein above described properties.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above referenced Parties do hereby adopt and prescribe the following covenants and restrictions which should be and are hereby impressed upon and henceforth will run with the land to wit:

1. "**Driveway Entrance**" shall mean and refer to the dividing **driveway entrance** between each adjoining building unit. Any matters concerning a **Driveway Entrance** which are not covered by the terms of this **Agreement** shall be governed by the general rules of law concerning **shared driveway entrances**.
2. The cost of constructing and maintaining each **Shared Driveway Entrance** shall be borne equally by the owners of the lots on each side of said **Driveway Entrance**.

In the event of damage or destruction to any **Driveway Entrance**, shared monolithis Slab other than the negligence of either **party** hereto, the owners of the lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners whose lots adjoin said Common Structure. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure, such negligent **party** shall bear the entire cost of repair or reconstruction. If either **party** shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other **party** may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the lot and dwelling unit of the **party** so failing to pay, for the amount of such defaulting **party's** share of the repair or replacement costs together with interest at the maximum rate allowable. The **party** having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Real Property Records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.


3. Neither owner shall alter or change a Common Structure in any manner, and such Common Structures shall remain in the same location as when originally erected. Each adjoining owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.
4. In the event it shall be necessary for any owner to place this **Agreement** in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing **party** in such suit shall recover from the losing **party** all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded.

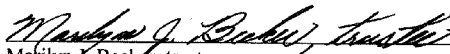
Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same seeking either to restrain violation or to recover damages or both.

Invalidation or any one of these covenants by judgment or court order shall in no way wise effect any of the other provisions which remain in full force and effect.

EXECUTED to be effective 4-5-, 20 09

  
Alan S. Girrens

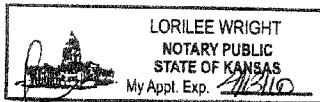
William H. and Marilyn Joan Becker Living Trust Agreement

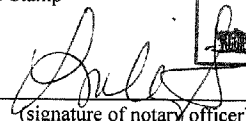
  
Marilyn J. Becker, trustee

CITY OF WICHITA )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS )

The foregoing instrument was acknowledged before me this 5th day of April 2009, by Alan S. Girrens, owner of Girrens Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp



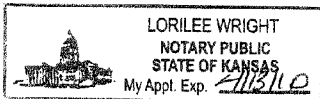
  
(signature of notary officer), Notary Public

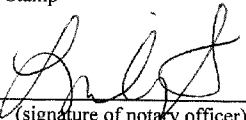
My appointment expires: 4/13 20 10

CITY OF WICHITA )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS )

The foregoing instrument was acknowledged before me this 28th day of April 2009, by Marilyn J. Becker, trustee, William H. and Marilyn Joan Becker Living Trust Agreement, owner of Girrens Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp



  
(signature of notary officer), Notary Public

My appointment expires: 4/13 20 10

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** On-Call Architectural Services

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the consultant's selection and authorize the Purchasing Manager to prepare and issue the necessary contracts.

**Background:** Various departments, boards and agencies of the City of Wichita throughout the year require licensed architectural and engineering services to assist City staff with minor building related projects. The recently expired On-Call contract for professional services with McCluggage Van Sickle & Perry was the City's first, and proved very successful in saving time and expediting projects. It was a one year contract and was renewed twice. Due to the volume of small projects, it was decided that the new on-call contract would be with two architectural firms who would compete for the projects, resulting in greater economy and efficiency.

**Analysis:** Request for Proposal (RFP) FP930007 was mailed on January 29, 2008. Twelve (12) firms responded as follows: Collins Architecture; El Dorado, Inc; Gossen Livingston Associates, Inc; Howard + Helmer Architecture; LawKingdon Architecture; McCluggage Van Sickle & Perry; PKHLS Architecture; Randal Steiner Architect, PA.; Schaeffer Johnson Cox Frey Architecture; Spangenberg Phillips Architecture; Shelden Architecture, Inc.; and WDM Architects.

The Staff Screening and Selection Committee at their March 25, 2009 meeting selected four firms for further interviews. These were:

1. Gossen Livingston associates, Inc
2. LawKingdon Architecture
3. McCluggage Van Sickle & Perry
4. Spangenberg Phillips Architecture

The Staff Screening and Selection Committee held interviews with the above mentioned firms on April 8, 2009 and selected LawKingdon Architecture and McCluggage Van Sickle & Perry as the top two consultants for On-Call architectural services based on their experience, availability and fee structure.

**Financial Considerations:** Funding for these professional services will come from funds appropriated and approved for each project. The On-Call services will be limited to \$25,000 or less in fees for each separate project.

**Goal Impact:** The primary objective of this contract is to provide improved response time for projects, and maintain and optimize public facilities and assets through professional handling of City projects.

**Legal Considerations:** The contract has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the selection of LawKindgon Architecture and McCluggage Van Sickle & Perry as On-Call architects, approve the contracts and authorize the necessary signatures.

**Attachments:** Contract and SS&SC minutes.

**CONTRACT  
for  
ARCHITECTURAL SERVICES FOR  
OFFICE REMODELING LAYOUTS**

**BLANKET PURCHASE ORDER NUMBER BP.....**

**THIS CONTRACT** entered into this 15<sup>th</sup> day of May, 2009, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **LAWKINGDON ARCHITECTURE** (Vendor Code Number.....), whose principal office is at 345 Riverview, Suite 200, Wichita, Kansas, 67203, and Telephone Number (316) 268-0230, hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposal for **Architectural Services for Office Remodeling Layouts** (Formal Proposal – FP930007 – [Commodity Code Number 90607]; and

**WHEREAS, VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP930007 [Commodity Code Number 90607], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP930007, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay **VENDOR** for the **Architectural Services for Office Remodeling Layouts** - Formal Proposal – FP930007 [Commodity Code Number 90607], for the Public Works Department / Building Division as shown below as compensation as per the proposal, **VENDOR'S** proposal of February 13, 2009 and as approved by the City Council on May 14, 2009.

**Hourly Rates:** The hourly rates shall not exceed the rates submitted by **VENDOR** in formal proposal FP930007.

The proposed hours required for the work performed will be submitted and negotiated as an estimate to the City of Wichita staff. A work order with written approval by the City of Wichita staff shall be issued with the proposed estimated hours for the **VENDOR** to proceed.

<u><b>NAME</b></u>	<u><b>HOURLY RATE</b></u>
Project Manager	\$80.00
Project Architect	\$75.00
Job Captains	\$79.50
Drafting/CADD Operators	\$52.00
Interior Designer	\$55.00
Mechanical Engineer	\$80.00
Plumbing Engineer	\$80.00
Electrical Engineer	\$80.00
Specifications and Technical writers	\$75.00
Clerical	\$48.00

**Reimbursable Expenses as per proposal**

**Other Team Members (Engineers) as per proposal**

**3. Term.** The term of this contract shall be from **May 15, 2009 through May 15, 2010** with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

**4. Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.



b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, (Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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**5. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**6. Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**7. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

**8. Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**9. Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**10. No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**11. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

**12. Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

**CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Karen Sublett,  
City Clerk

\_\_\_\_\_  
Carl Brewer,  
Mayor

**APPROVED AS TO FORM:**

**LAWKINGDON ARCHITECTURE**

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

\_\_\_\_\_  
Dennis Smith, AIA,  
President

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT  
for  
ARCHITECTURAL SERVICES FOR  
OFFICE REMODELING LAYOUTS**

**BLANKET PURCHASE ORDER NUMBER BP.....**

**THIS CONTRACT** entered into this 15<sup>th</sup> day of May, 2009, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **MCCLUGGAGE VAN SICKLE & PERRY CORPORATION** (Vendor Code Number .....), whose principal office is at 125 S Washington, Wichita, Kansas, 67202, Telephone Number (316) 262-0451, hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposal for **Architectural Services for Office Remodeling Layouts** (Formal Proposal – FP930007 – [Commodity Code Number 90607]; and

**WHEREAS, VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP930007 [Commodity Code Number 90607], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP930007, shall be considered a part of this contract and is incorporated by reference herein.

**2. Compensation.** **CITY** agrees to pay **VENDOR** for the **Architectural Services for Office Remodeling Layouts** - Formal Proposal – FP930007 [Commodity Code Number 90607], for the Public Works Department / Building Division as shown below as compensation as per the proposal, **VENDOR'S** proposal of February 13, 2009 and as approved by the City Council on May 14, 2009.

**Hourly Rates:** The hourly rates shall not exceed the rates submitted by **VENDOR** in formal proposal FP930007.

The proposed hours required for the work performed will be submitted and negotiated as an estimate to the City of Wichita staff. A work order with written approval by the City of Wichita staff shall be issued with the proposed estimated hours for the **VENDOR** to proceed.

<u><b>NAME</b></u>	<u><b>HOURLY RATE</b></u>
Jeff Weiford (Principal II)	\$106.00
Dan Wilson (Architect II)	\$79.50
David Clark (Interior Designer I)	\$79.50
Christi Birkholtz	\$68.90
CADD Technician	\$63.60
Clerical	\$47.70

#### **Reimbursable Expenses as per proposal**

**3. Term.** The term of this contract shall be from **May 15, 2009 through May 15, 2010** with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

#### **4. Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, (Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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**5. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**6. Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**7. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

**8. Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**9. Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a



party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**10. No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**11. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

**12. Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

**CITY OF WICHITA, KANSAS**

---

Karen Sublett,  
City Clerk

---

Carl Brewer,  
Mayor

**APPROVED AS TO FORM:**

**MCCLUGGAGE VAN SICKLE & PERRY  
CORPORATION**

---

Gary E. Rebenstorf,  
Director of Law

---

Jeff Weiford, AIA  
Vice President

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**ON-CALL ARCHITECTURAL SERVICES – REQUEST FOR PROPOSAL NUMBER  
FP930007:**

**STAFF SCREENING AND SELECTION COMMITTEE (SS&SC)**

**MINUTES OF FIRMS SHORTLISTING HELD ON WEDNESDAY, MARCH 25<sup>TH</sup> 2009 at  
10.00 a.m.**

**PRESENT:**

1. SCOTT MOORE.....CITY MANAGER'S OFFICE
2. ED MARTIN.....PUBLIC WORKS,BUILDING SERVICES
3. MELINDA WALKER.....PURCHASING
4. DAVE BARBER.....PLANNING
5. JAY HINKEL.....LAW
6. JIM ARMOUR..... PUBLIC WORKS, ENGINEERING
7. CHARLES KARUGU.....PUBLIC WORKS (NON-VOTING) – TAKING MINUTES

**SUMMARY OF OVERALL RANKINGS:**

After careful deliberations, the SS&SC selected four firms for further interviews.  
These were;

1. Gossen Livingston Associates
2. LawKingdon Architecture
3. McCluggage Van Sickle & Perry
4. Spangenberg Phillips Architecture

**INTERVIEWS WILL BE HELD ON APRIL 8, 2009 FOR SELECTION OF THE FINAL  
TWO FIRMS FOR THIS CONTRACT.**

Minutes taken by; Charles Karugu

**ON-CALL ARCHITECTURAL SERVICES – REQUEST FOR PROPOSAL NUMBER**

**FP930007:**

**STAFF SCREENING AND SELECTION COMMITTEE**

**MINUTES OF SELECTION INTERVIEWS HELD ON WEDNESDAY, APRIL 8<sup>TH</sup> 2009**  
**BETWEEN 10.30 A.M. AND 12.10 P.M.**

**PRESENT:**

8. SCOTT MOORE.....CITY MANAGER'S OFFICE
9. ED MARTIN.....PUBLIC WORKS
10. MELINDA WALKER.....PURCHASING
11. SCOTT WADLE.....PLANNING
12. JAY HINKEL.....LAW
13. NORMAN JAKOVAC..... PUBLIC WORKS (NON-VOTING)
14. CHARLES KARUGU.....PUBLIC WORKS (NON-VOTING) – TAKING MINUTES

**ITEM 1: FEES STRUCTURE**

- a. LawKingdon Architecture – Lowest fee structure
- b. McCluggage Van Sickle & Perry – 2<sup>nd</sup> lowest fee structure
- c. Spangenberg Phillips Architecture – 3<sup>rd</sup> lowest fee structure
- d. Gossen Livingston Associates, Inc – 4<sup>th</sup> lowest fee structure

**ITEM 2 – RANKINGS:**

- a. 4 of the 5 committee members ranked LawKingdon Architecture 1<sup>st</sup> overall.  
1 out of 5 committee members ranked LawKingdon Architecture 2<sup>nd</sup> overall
- b. 4 of the 5 committee members ranked McCluggage Van Sickle & Perry 2<sup>nd</sup> overall.  
1 out of 5 committee members ranked McCluggage Van Sickle & Perry 1<sup>st</sup> overall
- c. 3 of the 5 committee members ranked Spangenberg Phillips Architecture 3<sup>rd</sup> overall.  
2 out of 5 committee members ranked Spangenberg Phillips Architecture 4<sup>th</sup> overall
- d. 3 of the 5 committee members ranked Gossen Livingston Associates 4<sup>th</sup> overall.  
2 out of 5 committee members ranked Gossen Livingston Associates 3<sup>rd</sup> overall

**SUMMARY OF OVERALL RANKINGS:**

- Ø 1<sup>st</sup> overall – LawKingdon Architecture
- Ø 2<sup>nd</sup> overall – McCluggage Van Sickle & Perry
- Ø 3<sup>rd</sup> overall – Spangenberg Phillips Architecture
- Ø 4<sup>th</sup> overall – Gossen Livingston Associates

**THE COMMITTEE SELECTED LAWKINGDON ARCHITECTURE AND  
McCLUGGAGE VAN SICKLE & PERRY AS THE TOP TWO CONSULTANTS FOR  
ON-CALL ARCHITECTURAL SERVICES BASED ON THEIR EXPERIENCE,  
PREPAREDNESS AND FEES STRUCTURE.**

Minutes taken by; Charles Karugu

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Easement Encroachment Agreement (District V)

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the Utility Easement Encroachment Agreement.

**Analysis:** The Agreement allows Beran Concrete, Inc. to occupy and construct improvements on, over, and across a 10 foot Utility Easement in Oak Cliff Estates, located at the northwest corner of Maple and Maize Road, hereinafter referred to as Tract "A" and waives all rights of action in law arising out of the encroachment into the easement. The improvement is a wall.

The Agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of said sewer line lying within Tract "A" and from claims resulting from replacement or upgrade of lines, manholes, and/or other Department property in the easement.

**Goal:** The Easement Encroachment Agreement is necessary to ensure efficient infrastructure by maintaining and protecting the sanitary sewer system.

**Financial Considerations:** There are no financial considerations.

**Legal Considerations:** The Law Department has reviewed the Easement Encroachment Agreement and approved it as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Hold Harmless Agreement for Beran Concrete, Inc.  
Exhibit 1, Tracts A and B

### HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this 21st day of April, 2009, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND BERAN CONCRETE INC. hereinafter called "OWNER"

WITNESSETH:

Whereas, the public has been granted a utility easement 10 feet in width, being the west 10 feet of Lot 3, Block 20, Oak Cliff Estates Addition and a 15 feet by 20 feet utility easement, being the north 15 feet of the east 20 feet of the west 170.81 feet of Lot 3, Block 20, Oak Cliff Estates Addition;

and

Whereas, Party of the Second Part desires to occupy and construct improvements over the following described section of said easement, to wit; the west 5 feet of the north 339.5 feet of Lot 3, Block 20, Oak Cliff Estates Addition, hereinafter referred to as Tract "A", and the north 5 feet of the east 20 feet of the west 170.81 feet of Lot 3, Block 20, Oak Cliff Estates Addition, hereinafter referred to as Tract "B" (see attached Exhibit showing proposed wall location).

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit the Owner to occupy and construct improvements on, over and across the aforesaid utility easement, and specifically waives any and all rights of action in law or equity against Owner, arising out of the Owner's occupancy and encroachment on and over said easement.
- (2) The Owner agrees that it will not begin construction of improvements, on, over and across the said easement without first obtaining the City's approval of any and all plans and specifications for such improvements.
- (3) In the event that a sanitary sewer line, storm sewer line or other structure within the above described utility easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A" and Tract "B", the Owner shall be obligated to either (a) pay the costs to replace that portion of the structure within such encroachment; (b) remove the said encroachment and clear the said easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the structure.
- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said easement. In the event the Owner fails to provide such indemnification, the



Owner agrees that the City may assess any cost incurred by it against the property of the Owner to BERAN CONCRETE INC. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.

- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and Tract "B", and which injury and/or damage is caused by the presence of the encroachment into Tract "A" and Tract "B". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the structure within the above described easement.
- (6) This agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

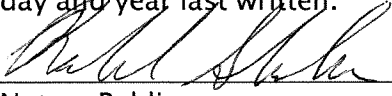
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

-----  
  
BERAN CONCRETE INC.  
Kenneth Beran, President

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of April, 2009, before me, a Notary Public, in and fore said county and state, came Kenneth Beran, President, Beran Concrete, Inc., to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

  
Notary Public  
My Commission Expires: 9/20/2011



CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor  
City

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Approved as to Form

Gay E. Bensting/AWR  
Director of Law







**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Easement Encroachment Agreement (District III)

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the Utility Easement Encroachment Agreement.

**Analysis:** The Agreement allows McDonald's Real Estate Company to occupy and construct improvements on, over, and across a 20 foot Utility Easement at the southeast corner of 47<sup>th</sup> Street South and Broadway, hereinafter referred to as Tract "A" and waives all rights of action in law arising out of the encroachment into the easement. The improvements are directional signs.

The Agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of said sewer line lying within Tract "A" and from claims resulting from replacement or upgrade of lines, manholes, and/or other Department property in the easement.

**Goal:** The Easement Encroachment Agreement is necessary to ensure efficient infrastructure by maintaining and protecting the sanitary sewer system.

**Financial Considerations:** There are no financial considerations.

**Legal Considerations:** The Law Department has reviewed the Easement Encroachment Agreement and approved it as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Hold Harmless Agreement for McDonald's Real Estate Company  
Exhibits A,B,C and D

### **HOLD HARMLESS AGREEMENT**

THIS AGREEMENT made this 11<sup>th</sup> day of February, 2009, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND McDonald's Real Estate Company, hereinafter called "OWNER"

WITNESSETH:

Whereas, the public has been granted a utility easement 20 feet in width, being the north 20 feet of the following described property:

Commencing at the northeast corner of the west ½ of Lot 3, Nolan's Gardens, Sedgwick County, Kansas; thence south along the east line of the west ½ of said Lot 3, 106.3 feet to the south line of the Highway Right-of-Way as condemned in Case No. B-729; thence west along said south line 111.00 feet to the point of beginning; thence south parallel with the east line of the west ½ of said Lot 3, 215.50 feet to the south line of said Lot 3; thence west along the south line 166.00 feet; thence north parallel with the east line of the west ½ of said Lot 3, 212.50 feet, to the south line of the Right-of-Way line of 47<sup>th</sup> Street South; thence east along said south Right-of-Way, 166.00 feet to the point of beginning.

and

Whereas, Party of the Second Part desires to occupy and construct improvements over the following described section of said easement, to wit;

**EXHIBIT A:**

Commencing at the Northeast corner of the West Half of Lot 3, Nolan's Gardens, City of Wichita, Sedgwick County, Kansas; thence South 0°22'09" East, 106.3 feet along the East line of the West Half of said Lot 3, to the South line of the Highway right of way as condemned in Case No. B-729; thence South 89°53'21" West, 111.00 feet along said South line; thence continuing South 89°53'21" West, 26.64 feet along said South line; thence South 0°06'39" East, 3.00 feet to the point of beginning; thence continuing South 0°06'39" East, 2.00 feet; thence South 89°53'21" West, 2.00 feet; thence North 0°06'39" West, 2.00 feet; thence North 89°53'21" East, 2.00 feet to the point of beginning.  
Contains 4 square feet of land, more or less.

**EXHIBIT B:**

Commencing at the Northeast corner of the West Half of Lot 3, Nolan's Gardens, City of Wichita, Sedgwick County, Kansas; thence South 0°22'09" East, 106.3 feet along the East line of the West Half of said Lot 3, to the South line of the Highway right of way as condemned in Case No. B-729; thence South 89°53'21" West, 111.00 feet along said South line; thence continuing South 89°53'21" West, 57.42 feet along said South line; thence South 0°06'39" East, 3.00 feet to the point of beginning; thence continuing South 0°06'39" East, 2.00 feet; thence South 89°53'21" West, 2.00 feet; thence North 0°06'39" West, 2.00 feet; thence North 89°53'21" East, 2.00 feet to the point of beginning.  
Contains 4 square feet of land, more or less.

EXHIBIT C:

Commencing at the Northeast corner of the West Half of Lot 3, Nolan's Gardens, City of Wichita, Sedgwick County, Kansas; thence South 0°22'09" East, 106.3 feet along the East line of the West Half of said Lot 3, to the South line of the Highway right of way as condemned in Case No. B-729; thence South 89°53'21" West, 111.00 feet along said South line; thence continuing South 89°53'21" West, 102.28 feet along said South line; thence South 0°06'39" East, 3.00 feet to the point of beginning; thence continuing South 0°06'39" East, 2.00 feet; thence South 89°53'21" West, 2.00 feet; thence North 0°06'39" West, 2.00 feet; thence North 89°53'21" East, 2.00 feet to the point of beginning. Contains 4 square feet of land, more or less.

EXHIBIT D:

Commencing at the Northeast corner of the West Half of Lot 3, Nolan's Gardens, City of Wichita, Sedgwick County, Kansas; thence South 0°22'09" East, 106.3 feet along the East line of the West Half of said Lot 3, to the South line of the Highway right of way as condemned in Case No. B-729; thence South 89°53'21" West, 111.00 feet along said South line; thence continuing South 89°53'21" West, 138.83 feet along said South line; thence South 0°06'39" East, 3.00 feet to the point of beginning; thence continuing South 0°06'39" East, 2.00 feet; thence South 89°53'21" West, 2.00 feet; thence North 0°06'39" West, 2.00 feet; thence North 89°53'21" East, 2.00 feet to the point of beginning. Contains 4 square feet of land, more or less.

hereinafter referred to as **EXHIBITS A, B, C AND D** (see attached Exhibits showing proposed sign locations).

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit the Owner to occupy and construct improvements on, over and across the aforesaid utility easement, and specifically waives any and all rights of action in law or equity against Owner, arising out of the Owner's occupancy and encroachment on and over said easement.
- (2) The Owner agrees that it will not begin construction of improvements, on, over and across the said easement without first obtaining the City's approval of any and all plans and specifications for such improvements.
- (3) In the event that a sanitary sewer line, storm sewer line or other structure within the above described utility easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated to either (a) pay the costs to replace that portion of the structure within such encroachment; (b) remove the said encroachment and clear the said easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the structure.



- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner to 4810 S. Broadway,  
Wichita, KS. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.
- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the structure within the above described easement.
- (6) This agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

McDonald's Real Estate  
Company, a Delaware corporation  
[Signature]

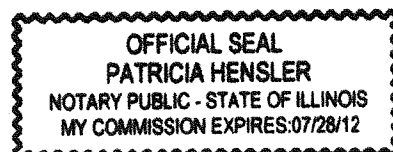
Owner

ILLINOIS, DUPAGE COUNTY  
STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 11th day of FEBRUARY, 2009, before me, a Notary Public, in and fore said county and state, came SHARLEA A. FARRELL, MARITALIA COUSIN, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

[Signature]  
Notary Public  
My Commission Expires: 7-28-12



**CITY OF WICHITA, KANSAS**

By \_\_\_\_\_  
Carl Brewer, Mayor  
City

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

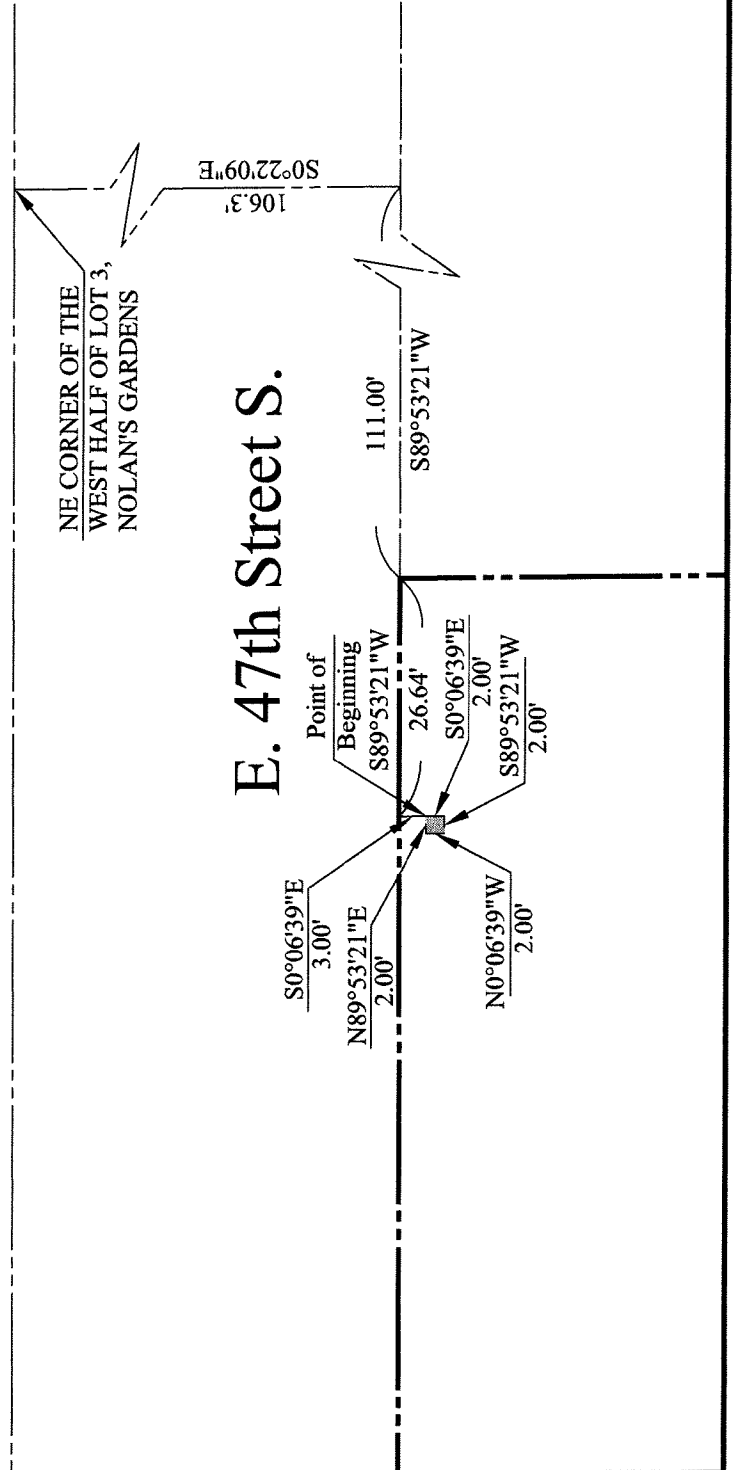
Approved as to Form

Gay E. Rebensting / 9/1/08  
Director of Law

# EXHIBIT A

## SIGN EASEMENT NO. 1

Commencing at the Northeast corner of the West Half of Lot 3, Nolan's Gardens, City of Wichita, Sedgwick County, Kansas; thence South 0°22'09" East, 106.3 feet along the East line of the West Half of said Lot 3, to the South line of the Highway right of way as condemned in Case No. B-729; thence South 89°53'21" West, 111.00 feet along said South line; thence continuing South 89°53'21" West, 26.64 feet along said South line; thence South 0°06'39" East, 3.00 feet to the point of beginning; thence continuing South 0°06'39" East, 2.00 feet; thence South 89°53'21" West, 2.00 feet; thence North 0°06'39" West, 2.00 feet; thence North 89°53'21" East, 2.00 feet to the point of beginning.  
Contains 4 square feet of land, more or less.

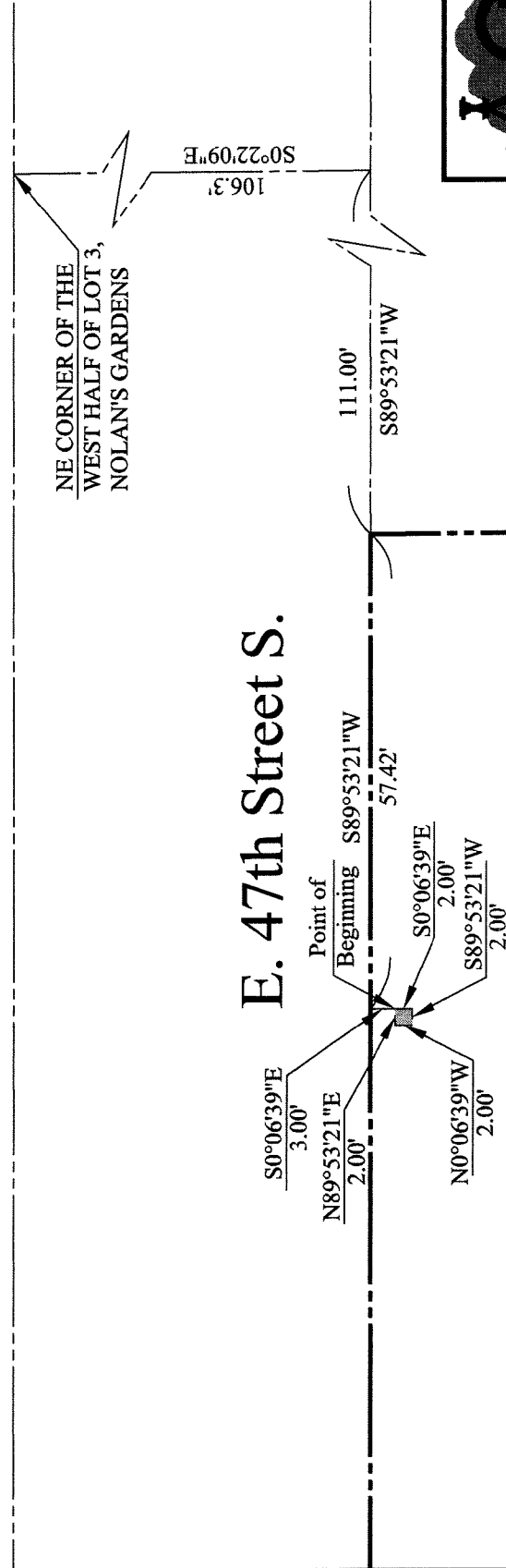
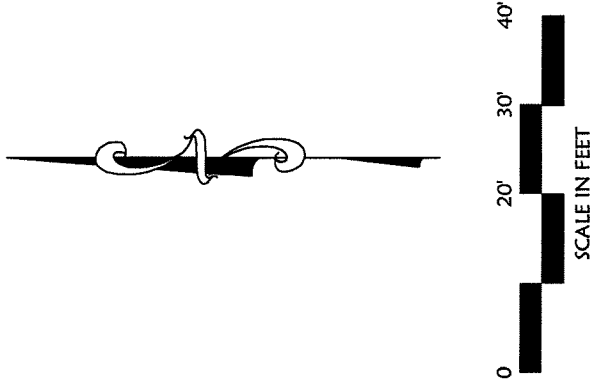



**XQark**  
Civil Engineering Inc.  
Bentonville • Kansas City • Austin  
SCALE: 1"=20' DATE: 2/18/09  
DRAWN BY: RD  
CHECKED BY: EH

# EXHIBIT B

## SIGN EASEMENT NO. 2

Commencing at the Northeast corner of the West Half of Lot 3, Nolan's Gardens, City of Wichita, Sedgwick County, Kansas; thence South 0°22'09" East, 106.3 feet along the East line of the West Half of said Lot 3, to the South line of the Highway right of way as condemned in Case No. B-729; thence South 89°53'21" West, 111.00 feet along said South line; thence continuing South 89°53'21" West, 57.42 feet along said South line; thence South 0°06'39" East, 3.00 feet to the point of beginning; thence continuing South 0°06'39" East, 2.00 feet; thence South 89°53'21" West, 2.00 feet; thence North 0°06'39" West, 2.00 feet; thence North 89°53'21" East, 2.00 feet to the point of beginning.  
Contains 4 square feet of land, more or less.





**Civil Engineering Inc.**  
Bentonville • Kansas City • Austin

DATE: 2/18/09

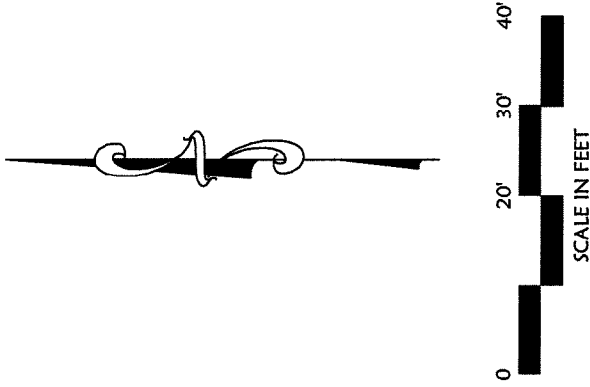
DRAWN BY: RD

CHECKED BY: EH

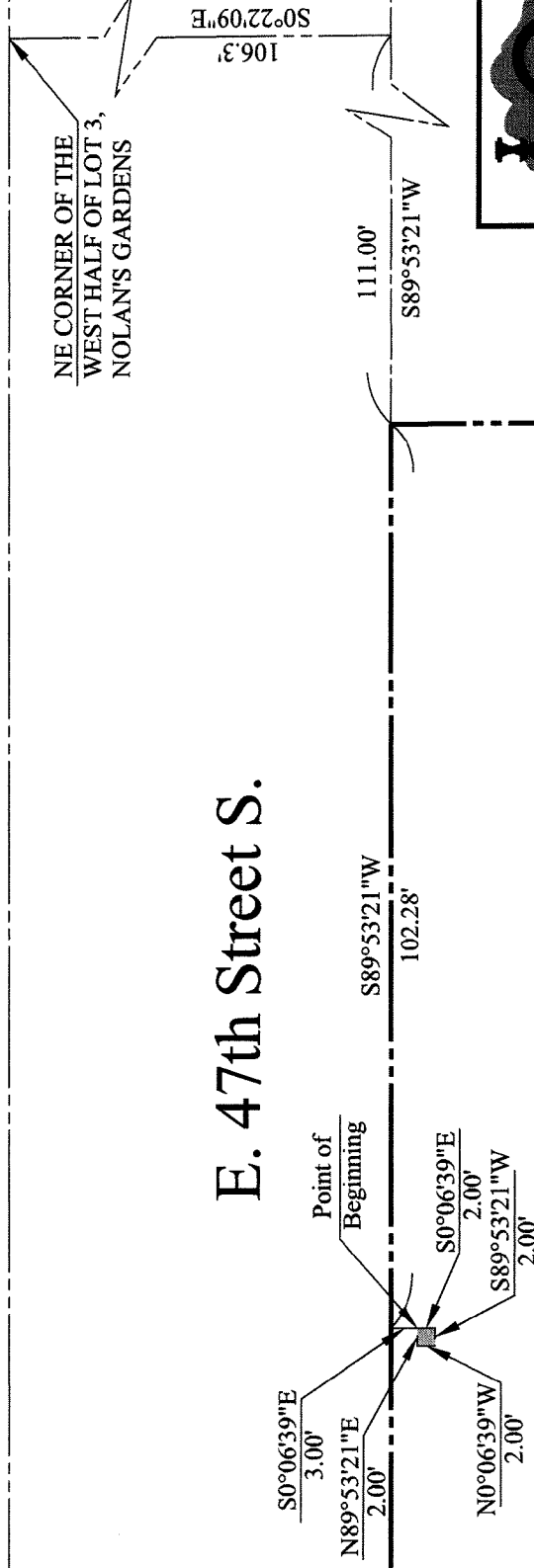
# EXHIBIT C


## SIGN EASEMENT NO. 3

Commencing at the Northeast corner of the West Half of Lot 3, Nolan's Gardens, City of Wichita, Sedgwick County, Kansas; thence South 0°22'09" East, 106.3 feet along the East line of the West Half of said Lot 3, to the South line of the Highway right of way as condemned in Case No. B-729; thence South 89°53'21" West, 111.00 feet along said South line; thence continuing South 89°53'21" West, 102.28 feet along said South line; thence South 0°06'39" East, 3.00 feet to the point of beginning; thence continuing South 0°06'39" East, 2.00 feet; thence South 89°53'21" West, 2.00 feet; thence North 0°06'39" West, 2.00 feet; thence North 89°53'21" East, 2.00 feet to the point of beginning.  
Contains 4 square feet of land, more or less.



## E. 47th Street S.





**Civil Engineering Inc.**  
Bentonville • Kansas City • Austin

SCALE: 1"=20'	DATE: 2/18/09
DRAWN BY: RD	CHECKED BY: EH

# EXHIBIT D

## SIGN EASEMENT NO. 4

Commencing at the Northeast corner of the West Half of Lot 3, Nolan's Gardens, City of Wichita, Sedgewick County, Kansas; thence South 0°22'09" East, 106.3 feet along the East line of the West Half of said Lot 3, to the South line of the Highway right of way as condemned in Case No. B-729; thence South 89°53'21" West, 111.00 feet along said South line; thence continuing South 89°53'21" West, 138.83 feet along said South line; thence South 0°06'39" East, 3.00 feet to the point of beginning; thence continuing South 0°06'39" East, 2.00 feet; thence South 89°53'21" West, 2.00 feet; thence North 0°06'39" West, 2.00 feet; thence North 89°53'21" East, 2.00 feet to the point of beginning. Contains 4 square feet of land, more or less.



NE CORNER OF THE  
WEST HALF OF LOT 3,  
NOLAN'S GARDENS

106.3'  
S0°22'09"E

E. 47th Street S.

Point of  
Beginning

S0°06'39"E  
3.00'

N89°53'21"E  
2.00'

N0°06'39"W  
2.00'

S0°06'39"E  
2.00'

S89°53'21"W  
3.00'

S89°53'21"W  
138.83'

111.00'

S89°53'21"W



**Civil Engineering Inc.**

Bentonville • Kansas City • Austin

SCALE: 1"=20'

DATE: 2/18/09

DRAWN BY: RD

CHECKED BY: EH

S. Broadway Ave.

City of Wichita  
City Council Meeting  
May 19, 2009

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement for Constructing Engineering in The Woods Addition  
(east of 151<sup>st</sup> Street West, north of Maple) (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendation:** Approve the supplemental agreement.

**Background:** The City Council approved the drainage improvements in The Woods Addition on February 14, 2006. On March 4, 2008 the City approved an agreement with Baughman Company, P.A. to design the improvements. The design agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

**Analysis:** The proposed Supplemental Agreement between the City and Baughman provides for construction engineering the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of \$33,850 and will be paid by special assessments.

**Goal Impact:** This supplemental agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The supplemental agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental agreement

SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 4, 2008  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 4, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **THE WOODS ADDITION** (east of 151<sup>st</sup> Street West, north of Maple).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**CONSTRUCTION ENGINEERING**  
(as per the City of Wichita Standard Construction Engineering Practices)

**STORM WATER DRAIN NO. 287** serving Lots 1 through 12, Block A; Lots 14 through 53, Block B; Lots 1 through 29, Block C; Lots 1 through 14, Block D, The Woods Addition (east of 151<sup>st</sup> Street West, north of Maple) (Project No. 468 84131).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation



responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

**B. PAYMENT PROVISIONS**

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 468 84131                      **\$33,850.00**

**C. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
N. Brent Wooten, President

ATTEST:

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement for Design Services for the intersection of 17th & Hillside (District I)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendation:** Approve the supplemental agreement.

**Background:** On May 4, 2004, the City entered into an agreement with MKEC Engineering Consultants, Inc. to design improvements to the intersection of 17th and Hillside. The fee was \$58,000. On October 16, 2007, the City Council approved Supplemental No. 1 to expand the project to include 17<sup>th</sup> Street west to Grove. The fee was \$94,000. On November 18, 2008, the City Council approved initial construction funding for the project.

**Analysis:** MKEC has been asked to provide additional design services for water, sanitary sewer and landscaping improvements associated with the improvements of 17th between Grove and Hillside but not included in the original scope of services. A supplemental agreement with MKEC has been prepared to authorize the additional design services.

**Financial Considerations:** Payment to MKEC for this supplemental agreement will be made on a lump sum basis of \$34,200. The cost will be paid by General Obligations Bonds authorized in the construction budget approved by City Council on November 18, 2008 and the Water Utility.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

**Legal Considerations:** The supplemental agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental agreement.

SUPPLEMENTAL AGREEMENT NO. 2  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
MKEC ENGINEERING CONSULTANTS, INC.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **17<sup>TH</sup> & HILLSIDE INTERSECTION** (Project No. 472 84015)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

- a. Design landscape improvements along the east side of Hillside north of 17th Street on public right-of-way and on Wichita State University property in accordance with previously submitted conceptual drawings.
- b. Inspection of the construction of the landscape improvements mentioned above.
- c. Design sanitary sewer line replacements in accordance with a document provided by the Water & Sewer Department on 10/20/08. The total length of line replacement will be approximately 1,100 feet. Additional survey will be required for two of the line segments.
- d. Design of water line replacements in accordance with direction from the Water & Sewer Department. In general, water lines under new pavement are to be replaced to the limits of the paving improvements. Lines replaced in 2001 and the 20" line are not included. Replacement of an 8" line from Hillside to the east project limits is already included in the project scope. Relocation of conflicting appurtenances on lines not being replaced are already in the project

scope. Replacements are as follows:

- In Grove from the connection to new line to south project limits.
- In Green from north project limits to south project limits.
- In Chautauqua from north project limits to south project limits.
- In Holyoke from connection to 8" line being replaced to south project limits.

**B. PAYMENT PROVISIONS**

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 472 84015	<b>\$ <u>8,800.00</u></b> (design)
Project No. 472 84015	<b>\$ <u>7,500.00</u></b> (CE)
Project No. 468 84596	<b>\$ <u>9,400.00</u></b>
Project No. 448 90432	<b>\$ <u>8,500.00</u></b>
<b>TOTAL</b>	<b>\$<u>34,200.00</u></b>

**C. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

**Agenda Report No. XII-5b.**

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement for Design Services for parking lot improvements associated with the Intrust Bank Arena and Arena Neighborhood Redevelopment (District I)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

.....

**Recommendation:** Approve the supplemental agreement.

**Background:** On April 28, 2009, the City entered into an agreement with Baughman Company, P.A. to design two new surface parking lots associated with the Intrust Bank Area and Arena Neighborhood Redevelopment. The fee was \$61,920.

**Analysis:** The Water Department has requested Baughman to design sanitary sewer improvements in conjunction with the St. Francis & Kellogg parking lot and the adjacent Skateboard Park. A supplemental agreement with Baughman has been prepared to expedite the plans.

**Financial Considerations:** Payment to Baughman for this supplemental agreement will be made on a lump sum basis of \$4,110, and will be paid by the Sewer Utility.

**Goal Impact:** This project addresses the Efficient Infrastructure and Vibrant Downtown Goals by improving the area around the Intrust Bank Arena.

**Legal Considerations:** The supplemental agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental agreement.

SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 28, 2009  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 28, 2009) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements for **SURFACE PARKING LOTS FOR INTRUST BANK ARENA.**

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**SANITRY SEWER IMPROVEMENTS for the  
St. Francis Parking Lot & the adjacent Skateboard Park.**  
(Project No. 468 84597)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84597

**\$4,110.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

\_\_\_\_\_  
N. Brent Wooten, President

ATTEST:

\_\_\_\_\_

City of Wichita  
City Council Meeting  
May 19, 2009

**TO:** Mayor and City Council

**SUBJECT:** Change Order: Bike Path along I-135, Gypsum Creek, and George Washington Boulevard (District III)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the change order.

**Background:** On November 18, 2008, the City Council approved a construction contract with Cornejo & Sons, Inc. to construct a bike path along I-135, Gypsum Creek and George Washington Boulevard. Vehicles are being driven on the bike path to access private properties. It is proposed that collapsible bollards be installed in the center of the path to eliminate access except for City maintenance crews. Also, a retaining wall was needed to insure that the bike path grade complied with the Americans with Disabilities Act.

**Analysis:** A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

**Financial Considerations:** The total cost of the additional work is \$25,752 with the \$5,152 paid by City General Obligation Bonds and \$20,600 by Federal Grants. The original contract amount is \$925,581. This change order plus previous change orders represents 3.61% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing a hard surface path for bike riders and pedestrians.

**Legal Considerations:** The Law Department has approved the change order as to legal form.

**Recommendation/Action:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change order.



April 8, 2009  
**CHANGE ORDER**

**To:** Cornejo & Sons, Inc.

**Project:** Bike Path along I-135, Gypsum Creek  
and George Washington Boulevard

**Change Order No.:** 3

**Project No.:** 87TE-0231-01/472-84194

**Purchase Order No.:** 801334

**OCA No.:** 706921

**CHARGE TO OCA No.:** 706921

**PPN:** 205387

**Please perform the following extra work at a cost not to exceed \$25,752.26**

Vehicle traffic began using the bike path on several locations as a shortcut between streets and access into neighborhood back yards. It was decided the best application to stop vehicle traffic from entering the bike path was to install bollards. Collapsible bollards (Trafficguard LPHDHB) are to be used in the center of the path to maintain access for maintenance and moving crews, while a standard stationary bollard was used on the edges of the path. On sheet 18 station 110+61, sheet 23 stations 132+55 and 132+90, sheet 31 stations 167+30 and 167+75, we added 2 standard bollards and 1 dropdown at each location and on sheet 35 station 188+39 we had to add the 2 standard bollards and 3 drop down bollards because of the larger entrance. On Sheet 6 station 146+78 to 147+90 had to overrun 178 SF of retaining wall at the bid price of \$25.67/SF to match grade to meet ADA standards specifications around the house on the west side of path.

**Budget Amount:** \$1,451,000.00

**Original Contract Amt.:** \$925,580.56

**Consultant:** R&B

**Current CO Amt.:** \$25,752.26

**\*Total Exp & Encum. To Date:** \$1,198,861.87

**Amt. of Previous CO's:** \$7,617.00

**Unencumbered Balance:** \$226,385.86

**Total of All CO's:** \$33,369.26

**% of Orig. Contract / 25% Max.:** 3.61%

**Adjusted Contract Amt.:** \$958,949.82

**\*INCLUDES CHANGE ORDER(S)**

**Recommended By:**

**Approved:**

\_\_\_\_\_  
Greg Baalman, P.E.  
Construction Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

**Approved:**

**Approved:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Carrier, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**Approved:**

Attest: \_\_\_\_\_

\_\_\_\_\_  
Tom Eisenbarth  
KDOT Metro Engineer

\_\_\_\_\_  
City Clerk

City of Wichita  
City Council Meeting  
May 19, 2009

**TO:** Mayor and City Council

**SUBJECT:** Change Order: Kellogg-Rock Interchange (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the change order.

**Background:** On January 9, 2007, the City Council approved a construction contract with Wildcat Construction Company, Inc. to construct the Kellogg-Rock Interchange. Part of the work is the construction of two bridges for east and west bound traffic at Armour. Although the original plan allowed closure of Armour for the placement of beams, the City asked that the intersection be kept open to traffic during the times that Towne East mall was open. This required that some of the beams be set at night.

**Analysis:** A change order has been prepared for the cost of this change. Funding is available within the existing project budget.

**Financial Considerations:** The cost of the work is \$32,884 with the total paid by available project funds from a combination of Local Sales Tax and State Transportation Funds. The original contract amount is \$47,525,160. This change order plus previous change orders represents 00.28% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic capacity and safety along a vital transportation corridor.

**Legal Considerations:** The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change order.



PUBLIC WORKS-ENGINEERING

April 13, 2009

**CHANGE ORDER**

**To: Wildcat Construction Co., Inc.**

**Project: Kellogg/Rock (US-54, US-400)  
Mainline & Bridges from Gouverneur to  
Cypress, not including the Eastern Bridge  
Project No.: 472-84457 (54-87K-8258-01)  
OCA No.: 702349/624506/635681  
PPN: 401363/696006/766732**

**Change Order No.: 3**

**Purchase Order No.: 601882**

**CHARGE TO OCA No.: 702349**

**Please perform the following extra work at a cost not to exceed \$ 32,884.90**

**Extra Work Items**

Setting Beams @ Armour Road  
@ Night

1.00 LS @ \$32,884.00 = \$32,884.00

Total Adjustment for Change Order #4 \$32,884.00

**CIP Budget Amount: \$48,000,000.00 (702349);  
\$55,000.00 (724506); \$550,000.00 (635681)  
Consultant: CF&S  
Total Exp. & Encum. To Date: \$47,085,023.62 (702349)  
CO Amount: \$32,884.00  
Unencum. Bal. After CO: \$882,092.00(702349)**

**Original Contract Amt.: \$47,525,159.90  
  
Current CO Amt.: \$32,884.00  
Amt. of Previous CO's: \$94,137.00  
Total of All CO's: \$127,021.00  
% of Orig. Contract / 25% Max.: 0.28%  
Adjusted Contract Amt.: \$47,652,180.90**

**Recommended By:**

\_\_\_\_\_  
Michael Jacobs, P.E.  
Construction Engineer

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Chris Carrier, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

**By Order of the City Council:**

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**Attest:**\_\_\_\_\_  
City Clerk

**CITY OF WICHITA**  
**City Council Meeting**  
May 19, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 1401 South Greenwich for the Greenwich: Harry to Kellogg Improvement Project (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** Greenwich will be widened from two lanes to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaped medians will also be constructed throughout the corridor. The intersection of Harry and Greenwich will be reconstructed with left turn lanes at all four approaches of the intersection. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of Greenwich. A 1,111 square foot temporary construction easement and 1,935 square foot permanent drainage easement are required from the property at 1401 South Greenwich to facilitate the project. Said property is improved with a single-family residence; however, the improvements are removed from the proposed acquisition areas.

**Analysis:** The property owner accepted the estimated market offer of \$865. Using \$1.25 as the estimated market value, the permanent easement was valued at 30% and the temporary easement at 10%. The compensation for the permanent easement is \$726, or \$0.37 per square foot. The value of the temporary construction easement is \$139, or \$0.12 per square foot.

**Financial Considerations:** The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of \$960 is requested. This includes \$865 for the acquisition and \$95 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the Budget; 2) Accept the easements and 3) Authorize the payment.

**Attachments:** Tract maps, aerial, permanent drainage easement and temporary construction easement.

## PERMANENT DRAINAGE EASEMENT

THIS EASEMENT made this 27 day of April, 2009 by and between the Michael D. Huff and Genevieve B. Sandlian aka Janie Sandlian, herein referred to as "Grantor(s)", and the City of Wichita, KS, a municipal corporation, successors and assigns, herein referred to as "Grantee(s)".

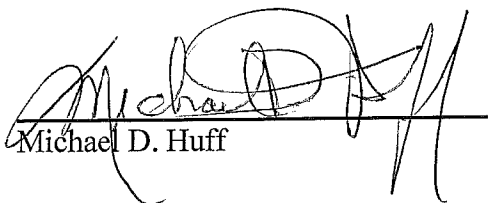
WITNESSETH: That the said Grantor, in consideration of the sum of Eight Hundred Sixty-Five Dollars and no/100 (\$865.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a permanent drainage easement for the purpose of performing drainage work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:


A tract in the SE1/4 Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> PM, Sedgwick County, Kansas, described as: commencing at the SE corner of said SE1/4; thence on an assumed bearing of N00°49'21"W a distance of 1,265.00 feet to a point on the East line of said SE1/4; thence S89°10'39"W a distance of 50.00 feet to the point of beginning; thence S00°49'21"E a distance of 67.87 feet; thence S34°50'32"W a distance of 39.55 feet; thence N00°49'21"W a distance of 100.00 feet; thence N89°10'39"E a distance of 23.05 feet, more or less, to the point of beginning, said tract containing 1,935 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining drainage area and associated site work.

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses caused by or arising out of the use of the premises by the Grantee, its employees, successors and assigns.

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of performing drainage work and associated site work.

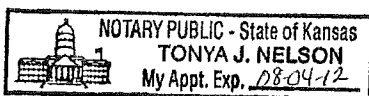
IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

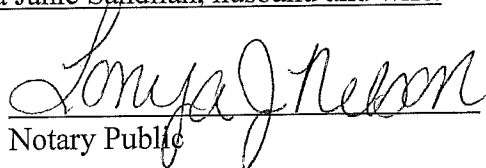
  
Michael D. Huff

  
Genevieve B. Sandlian aka Janie Sandlian

STATE OF KANSAS           )  
  ) ss:  
SEDGWICK COUNTY        )

On 29 day of April, 2009, this easement was acknowledged before me  
by Michael D. Huff and Genevieve B. Sandlian aka Janie Sandlian, husband and wife.



  
Notary Public

My Commission expires: 08-04-2012

## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 29 day of April, 2009 by and between the Michael D. Huff and Genevieve B. Sandlian aka Janie Sandlian, herein referred to as "Grantor(s)", and the City of Wichita, KS, a municipal corporation, successors and assigns, herein referred to as "Grantee(s)".

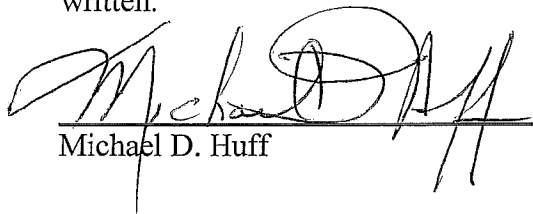
WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a temporary construction easement for the purpose of performing drainage work over together with road or highway right-of-way associated work, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The West 18.00 feet of the East 68.00 feet of the North 61.76 feet of a tract described as follows: the N1/2, N1/2, SE1/4, SE1/4 Section 28-27S-R2E of the 6<sup>th</sup> PM, Sedgwick County, Kansas

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses caused by or arising out of the use of the premises by the Grantee, its employees, successors and assigns.

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of performing drainage work and associated site work for a period not to exceed two years from the date above written or three months of the completion of the project, whichever is sooner.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

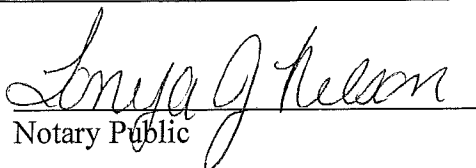
  
Michael D. Huff

  
Genevieve B. Sandlian aka Janie Sandlian

STATE OF KANSAS            )  
  ) ss:  
SEDGWICK COUNTY        )

On 29 day of April, 2009, this easement was acknowledged before me by Michael D. Huff and Genevieve B. Sandlian aka Janie Sandlian, husband and wife.



  
Notary Public

My Commission expires: 08-04-2012







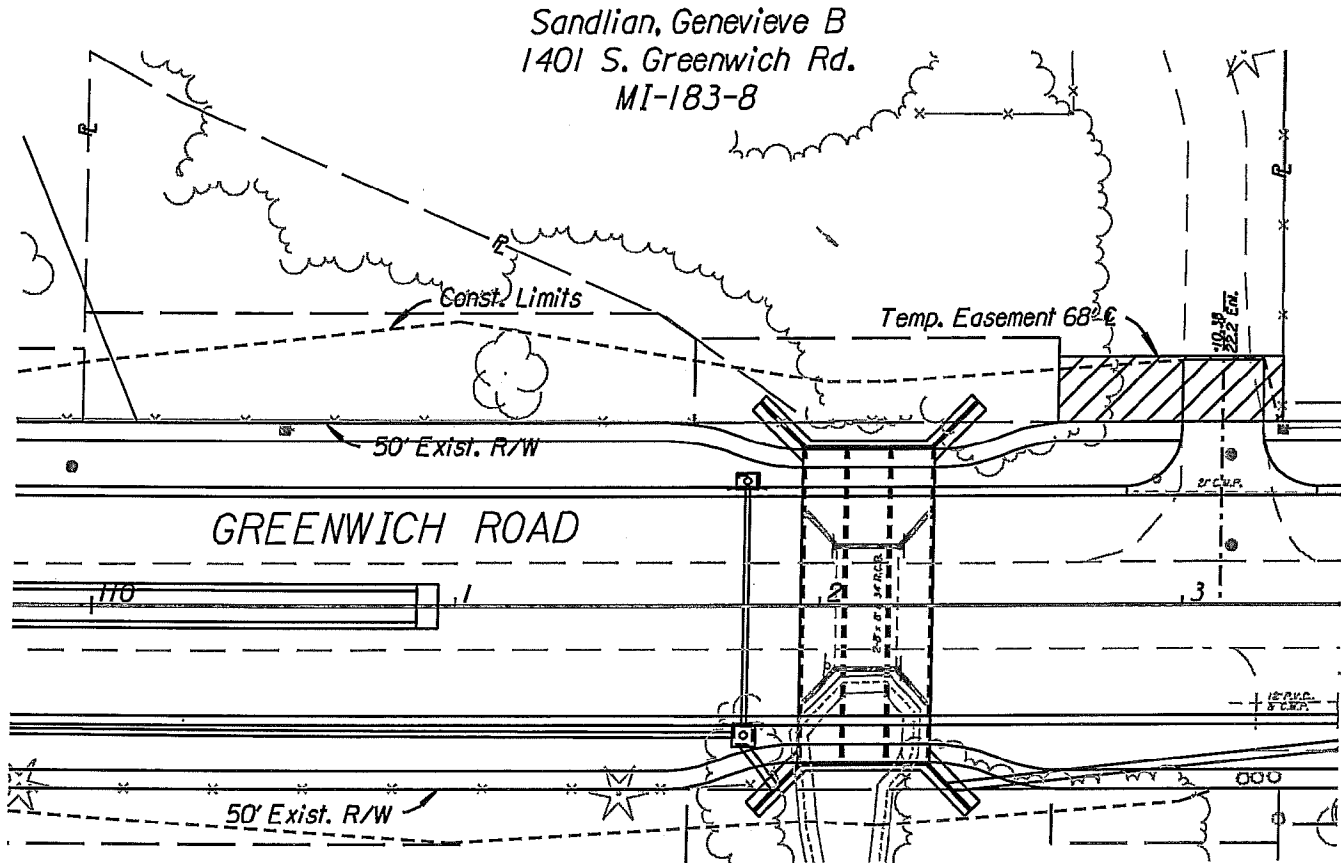
# PARSONS BRINCKERHOFF

225 N. MARKET  
WICHITA, KS 67202

Job Number 

3	5	7	5	1	A
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Date 2-13-08



### Temporary Easement

#### MI-183-8

the West 18.00 feet of the East 68.00 feet of the North 61.76 feet of a tract described as follows: the N  $\frac{1}{2}$ , N  $\frac{1}{2}$ , SE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  Section 28, T-27-S, R-2-E of the 6th Principal Meridian, Sedgwick County, Kansas, for the purpose of constructing street improvements.



# PARSONS BRINCKERHOFF

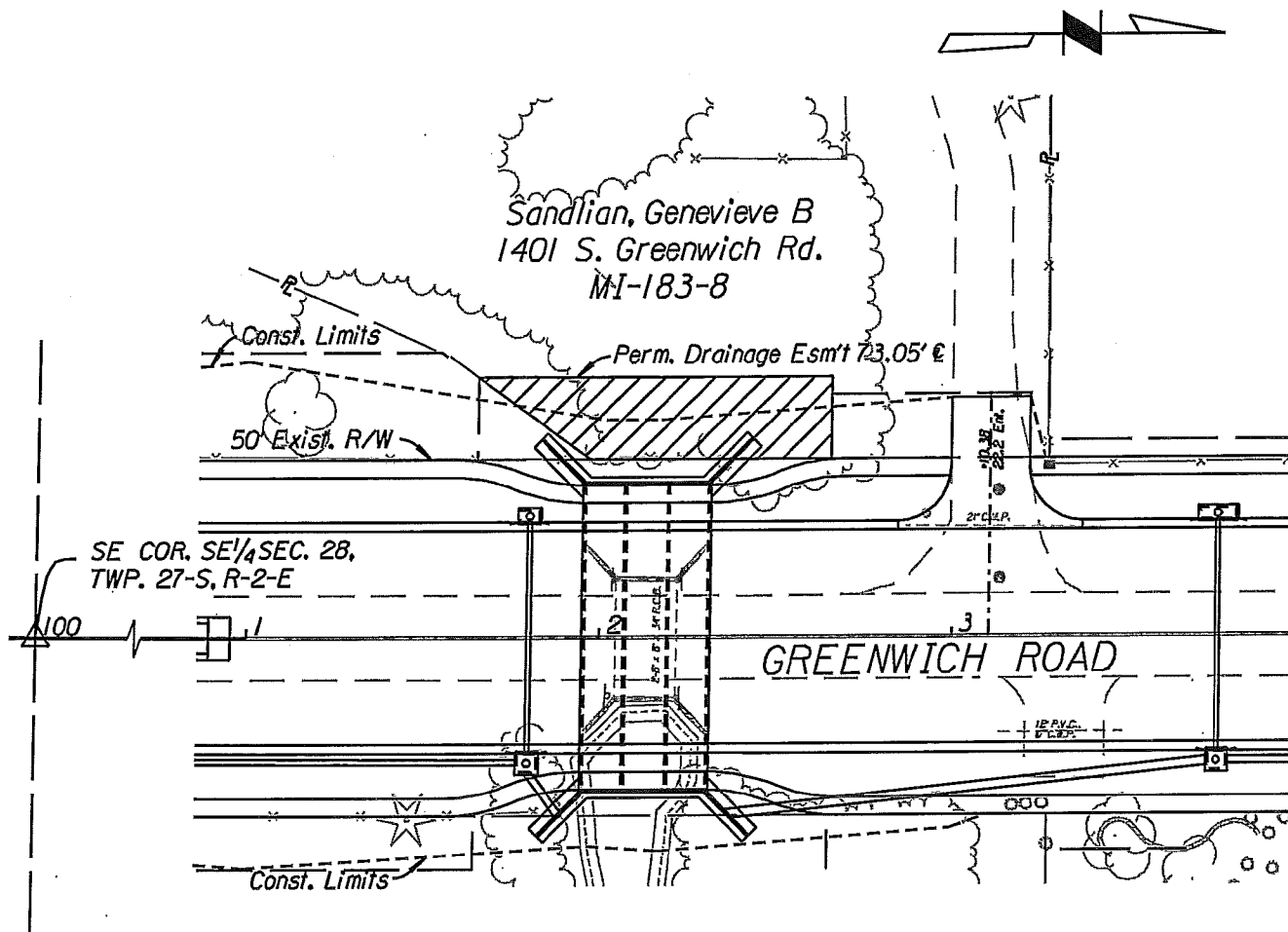
225 N. MARKET  
WICHITA, KS 67202

Job Number

35751A

Date

2-4-08



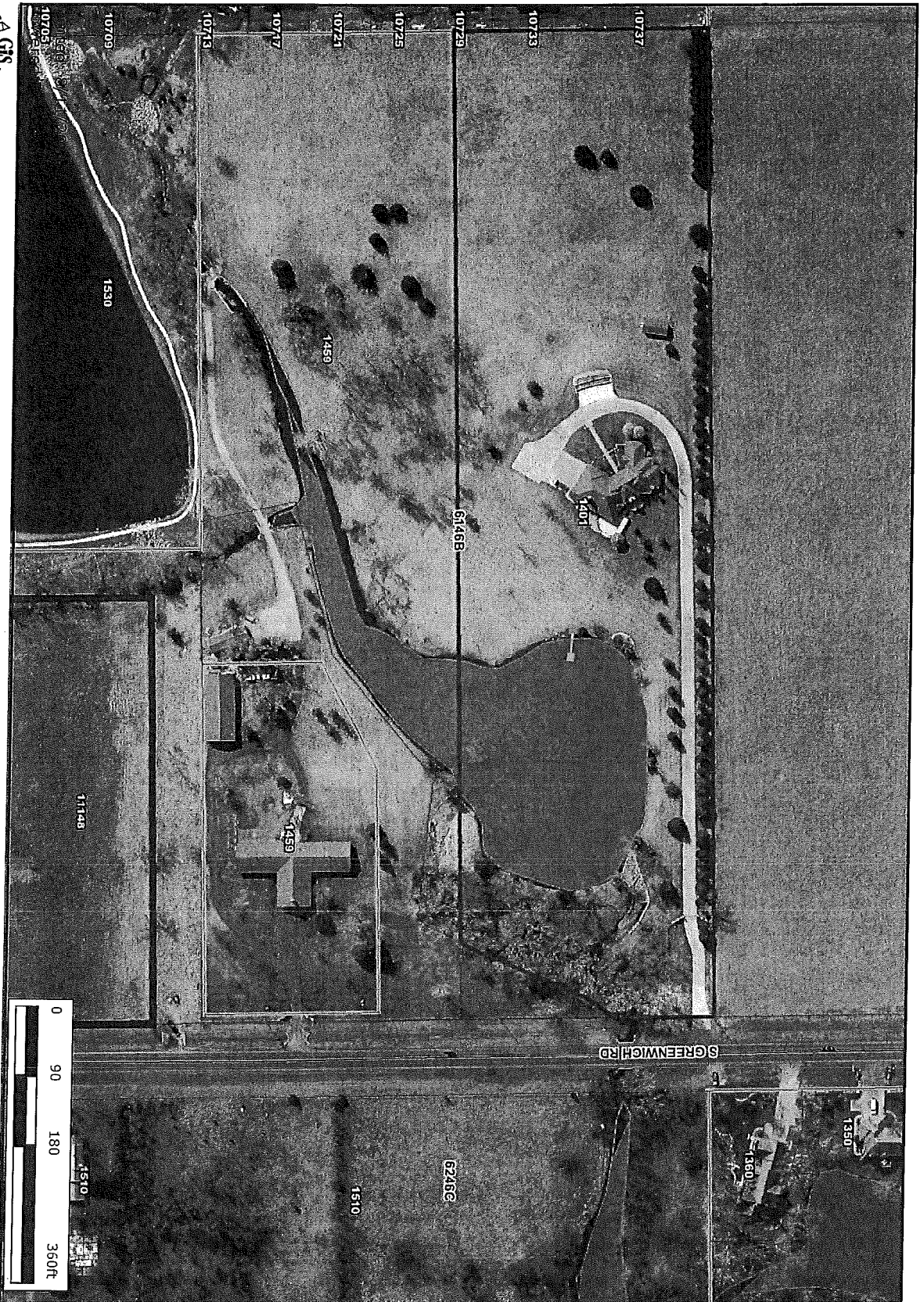
## Permanent Drainage Easement

### MI-183-B

A tract in the SE  $\frac{1}{4}$  Section 28, Township 27 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, described as: commencing at the SE corner of said SE  $\frac{1}{4}$ ; thence on an assumed bearing of N 00°-49'-21" W a distance of 1265.00 feet to a point on the East line of said SE  $\frac{1}{4}$ ; thence S 89°-10'-39" W a distance of 50.00 feet to the point of beginning; thence S 00°-49'-21" E a distance of 67.87 feet; thence S 34°-50'-32" W a distance of 39.55 feet; thence N 00°-49'-21" W a distance of 100.00 feet; thence N 89°-10'-39" E a distance of 23.05 feet, more or less, to the point of beginning, said tract containing 1935 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.



# 1401 South Greenwich Road



- ☐ Identified Features
- ☐ Historic Districts
- ☐ Old Town
- ☐ Delano Overlay District
- ☐ NO
- ☐ YES
- ☐ Property Parcels
- ☐ Subdivisions
- ☐ Roads
  - State Highway
  - US Federal Highway
  - Interstate
  - KTA
  - Arterial
  - Collector
  - Minor
  - Ramp
- ☐ Railroads
- ☐ Quarter Section
- ☐ Waterways
- ☐ Streams
- ☐ Historic Sites
  - REGIONAL
  - STATE/NATIONAL
  - STATE
- ☐ Historic Environs
- ☐ Zoning Cases
- ☐ Parks
- ☐ Airports
- ☐ SIDERASTER, S-DEDATA, ORTH-O
- ☐ City Limits
- ☐ Andale



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc., to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



Handwritten text, mostly illegible due to extreme fading and bleed-through from the reverse side of the page. The text appears to be organized into several paragraphs, with some lines being more distinct than others. The handwriting is cursive and somewhat slanted.

**CITY OF WICHITA**  
**City Council Meeting**  
May 19, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of Land at 8529 South Spring Lake Road for Integrated Local Water Supply Plan (Harvey County)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita.

**Analysis:** Certain sites have been identified as necessary for the capture of above base flow water, locations for water treatment facilities, recharge/recovery wells, and recharge basins. This specific site is in Harvey County and will be utilized as a recharge well site. The property is comprised of a 19-acre farmstead. From it, a 2.07-acre tract is required to construct and maintain the recharge well site. The improvements at 8529 South Spring Lake Road will not be impacted by the acquisition. Based on a market analysis of comparable properties, it was determined that developable land is valued at \$4,260 an acre. The owner has agreed to convey the site for the value of \$8,818, or \$4,260 an acre.

**Financial Considerations:** A budget of \$10,000 is requested; this includes \$8,818 for the acquisition, \$1,182 for title work, title insurance, closing costs and recording fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Real estate purchase agreement, tract map and area map.

## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 30 day of April, 2009 by and between Kelly J. Wilmore, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

Described as: The South 300.00 feet of the East 300.00 feet of the E ½ of the NE ¼ of the NE ¼, Sec. 29, T24S, R2W of the 6<sup>th</sup> P.M., Harvey County, KS, including existing Road Right of Way. Said tract contains 2.07 acres more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Eight Thousand Eight Hundred Eighteen Dollars and No Cents (\$8,818.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 15, 2009.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Seller hereby agrees that damages arising, if any, to the remainder property during construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City

Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

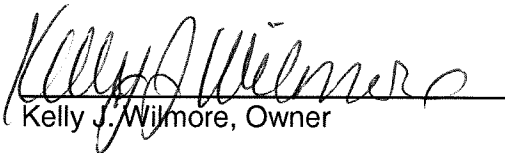
C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

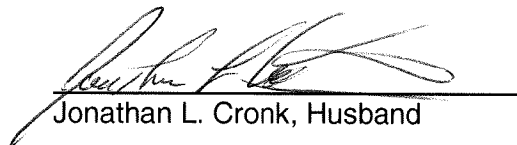
11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

12. Paragraphs 9 and 11 shall survive the closing.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

  
Kelly J. Wilmore, Owner

  
Jonathan L. Cronk, Husband

**BUYER:**

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

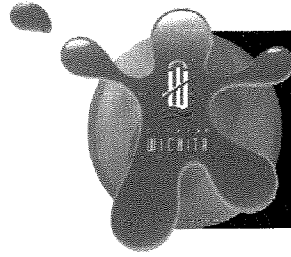
\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf, Director of Law





**ASR**

PRESERVING OUR WATER  
...OUR FUTURE

NO SCALE

N.E. Cor Sec. 29, T24S, R2W

SW 84TH STREET

40' R/W

WELL TEST HOLE

N-1,777,954.3

E-1,584,306.4

EL. 1409.9

TRACT 20

RR-61 (PARCEL "A")

THE EAST 300.00' OF THE SOUTH  
300.00' OF THE EAST 1/2 OF THE  
NE1/4 OF THE NE1/4, SEC. 29,  
T24S, R2W, INCLUDING EXISTING  
ROAD RIGHT OF WAY. SAID TRACT  
CONTAINS 2.07 ACRES MORE OR  
LESS

E 1/2 OF THE NE 1/4  
OF THE NE 1/4 OF  
SECTION 29, T24S, R2W

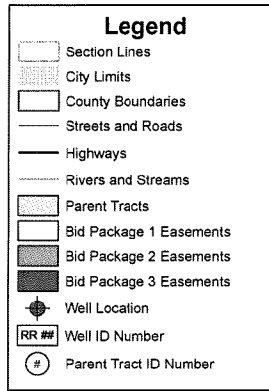
25' R/W

SOUTH SPRING LAKE ROAD



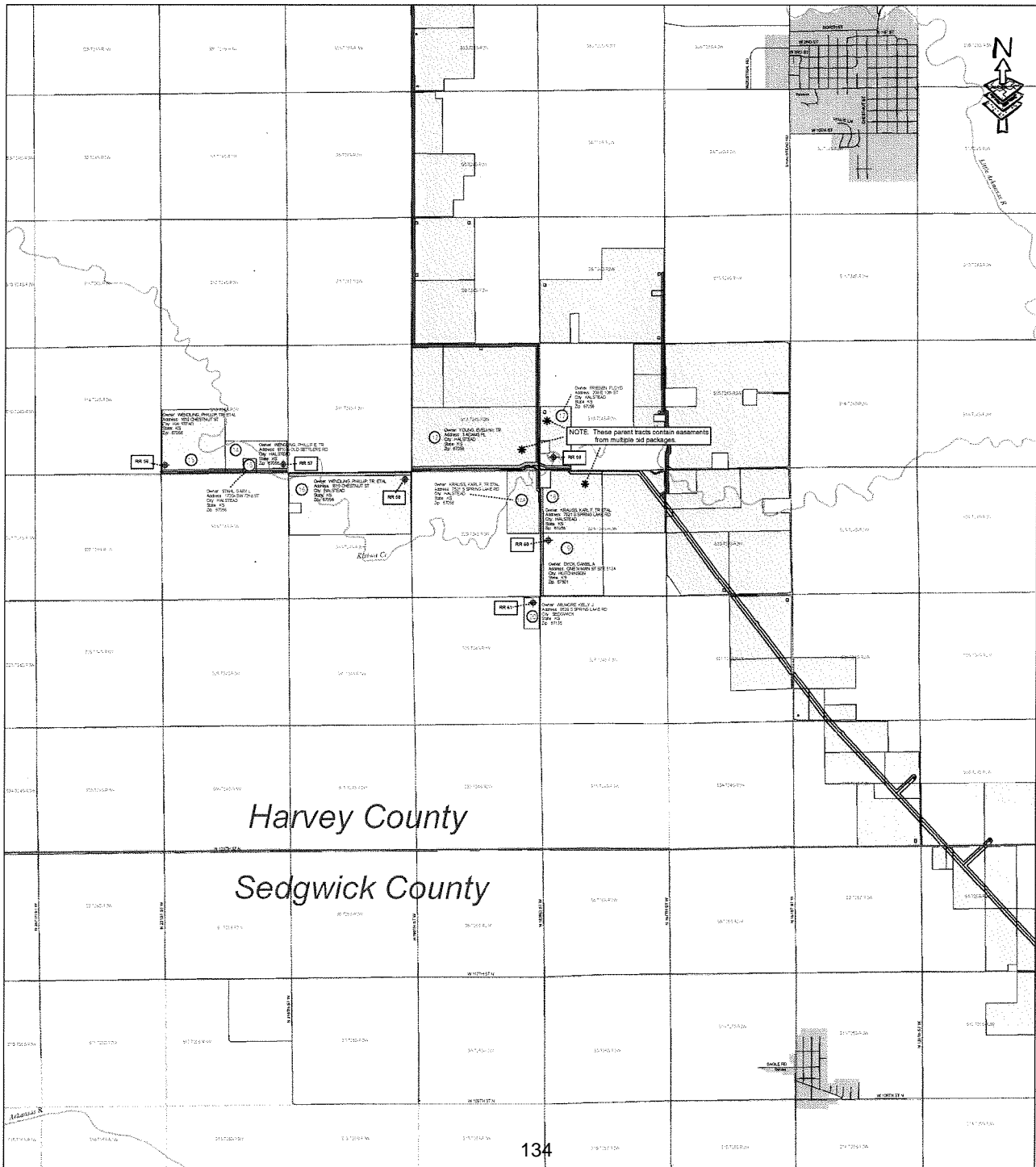
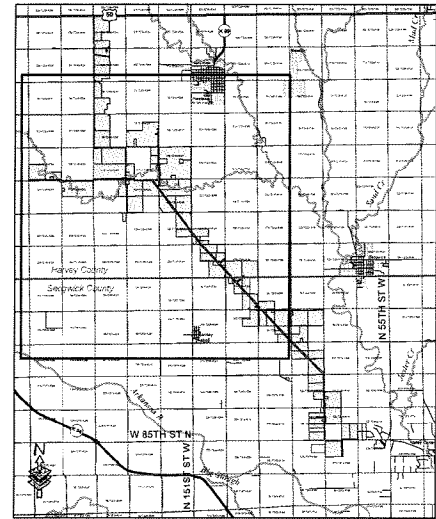
# BID PACKAGE 2

## Property Acquisition Map



Q:\2007\07685\Brent\Project GIS\ASR Bid Package2 Easements.mxd  
 Last saved 2/2/2009 by SAD  
 NAD\_1983\_StatePlane\_Kansas\_South\_FIPS\_1502\_Feet  
 Projection: Lambert\_Conformal\_Conic

Professional Engineering Consultants, P.A.  
 303 S. Topeka  
 Wichita, KS 67202  
 Ph. (316) 262-2691  
 © 2008 Professional Engineering Consultants, P.A.



**CITY OF WICHITA**  
**City Council Meeting**  
May 19, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 4760 South Broadway for the I-135/47<sup>th</sup> Street South Interchange Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On April 7, 2009, City Council approved funding to acquire right of way for a project to improve the interchange of 47<sup>th</sup> Street South and I-135 and 47<sup>th</sup> Street South from Lulu to Broadway. The project will provide a center left turn lane, reconstruct the interchange, improve storm drainage and improve access to adjoining properties. The Kansas Department of Transportation will administer the construction of the project utilizing Federal money. The project requires the partial acquisition of eight tracts. One of the partial acquisitions is from the restaurant property at 4760 South Broadway and involves road right-of-way and a temporary construction easement. The property is zoned commercial and improved with an Applebee's restaurant. The improvements are not impacted as a result of the acquisition.

**Analysis:** The owner has agreed to accept the appraised offer of \$57,788. This consists of \$55,000 (\$12.75 per square foot) for the 4,300 square foot permanent easement, \$1,188 for the temporary easement, and \$1,600 for grass and shrubs impacted by the taking.

**Financial Considerations:** A budget of \$59,788 is requested. This includes \$57,788 for the acquisition and \$2,000 for closing costs, title and other acquisition related fees. The City's share of project acquisition will be paid by general obligation bonds.

**Goal Impact:** The acquisition of these parcels is necessary to ensure efficient infrastructure.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** : It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Contract for the Conveyance of Real Estate and 3) Authorize the necessary signatures.

**Attachments:** Tract map, real estate purchase agreement and aerial map.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

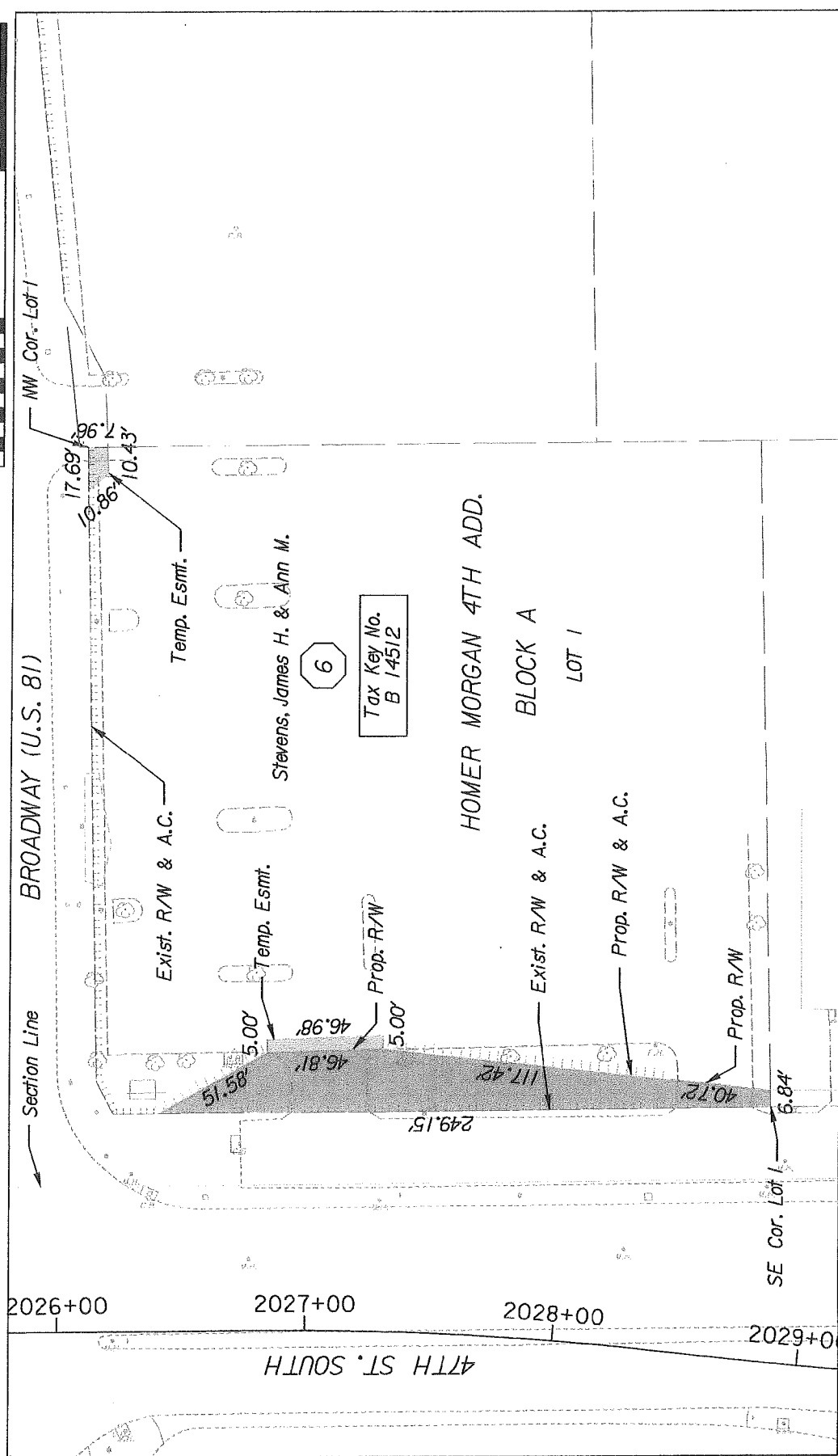
TRACT NUMBER: 6 DATE: 03/06/2009

SHEET: 1 of 1

**HNTB**

**LEGEND:**

- Proposed Right of Way  
(4,300.3 SQ. FT.)
- Temporary Construction Easement  
(347.8 SQ. FT.)
- Proposed Access Control  
(80.1 L.F. Less)



PROJECT: 47<sup>th</sup> Street an I135 Interchange DATE: 04/23/2009  
 COUNTY: Sedgwick TRACT NO.: 6

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY WARRANTY DEED**  
**AND TEMPORARY EASEMENT**

THIS AGREEMENT Made and entered into this 24<sup>th</sup> day of April, 2009, by and between

James H. Stevens and Ann M. Stevens

2400 N. Woodlawn, Suite 230

Wichita, KS 67220

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

**WITNESSETH**, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (3 years) on the following described property

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 4,300.30 Sq. Ft. for Right of Way  
Damages including but not limited to all  
improvements and real property of the  
landowner:

\$ 56,600.00

Approximately 347.80 Sq. Ft. for Temporary Easement  
Damages including but not limited to all  
improvements and real property of the  
landowner:

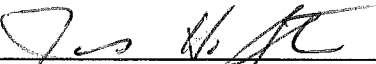
\$ 1,188.00

**TOTAL:** \$ 57,788.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: James H. Stevens and Ann M. Stevens

By: 

By: 

THE CITY OF WICHITA

By: \_\_\_\_\_

## MEMORANDA

Exact and full name of owner, as name appears of record:

James H. Stevens and Ann M. Stevens

If mortgage or other liens, show names of holders:

Bank of America, N.A.


## REMARKS:

PIN/APN  
Security Title File Number

APPROVED TO FORM:

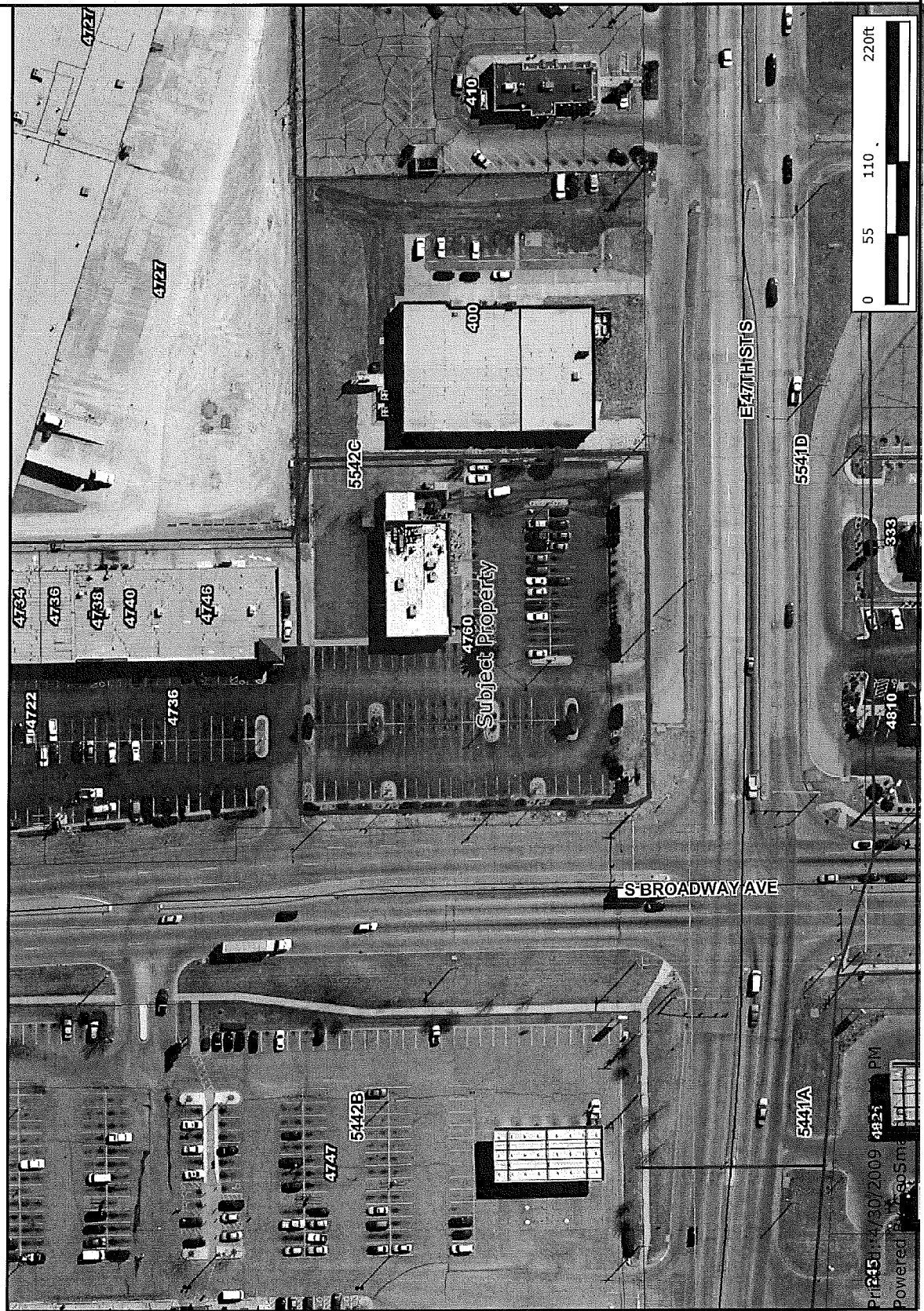
\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

  
Gerald Cain, Project Manager



# Applebee's - 4760 South Broadway



**CITY OF WICHITA**  
**City Council Meeting**  
May 19, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 4751 South Ida for the I-135/47<sup>th</sup> Street South Interchange Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On April 7, 2009, City Council approved funding to acquire right of way for a project to improve the interchange of 47<sup>th</sup> Street South and I-135 and 47<sup>th</sup> Street South from Lulu to Broadway. The project will provide a center left turn lane, reconstruct the interchange, improve storm drainage and improve access to adjoining properties. The Kansas Department of Transportation will administer the construction of the project utilizing Federal money. The project requires the partial acquisition of eight tracts. One of the partial acquisitions is from the property at 4751 South Ida and involves road right-of-way and a temporary construction easement. The property is improved with a single-family residence. While the structure is not impacted, a shed within the proposed right-of-way area must be reset outside of the right-of-way. This will be handled as a relocation claim separate from the acquisition.

**Analysis:** The owner has agreed to accept the appraised offer of \$10,660. This consists of \$5,300 (\$.90 per square foot) for the 5,889 square foot right-of-way acquisition, \$360 for the temporary easement and \$5,000 for damages to trees and landscaping.

**Financial Considerations:** A budget of \$14,660 is requested. This includes \$10,660 for the acquisition, \$3,000 for relocation of the shed, and \$1,000 for closing costs, title and other acquisition related fees. The City's share of project acquisition will be paid for by general obligation bonds.

**Goal Impact:** The acquisition of these parcels is necessary to ensure efficient infrastructure.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** : It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Contract for the Conveyance of Real Estate and 3) Authorize the necessary signatures.

**Attachments:** Tract map, real estate purchase agreement and aerial map.



PROJECT: I-135/KTA/47TH ST INTERCHANGE

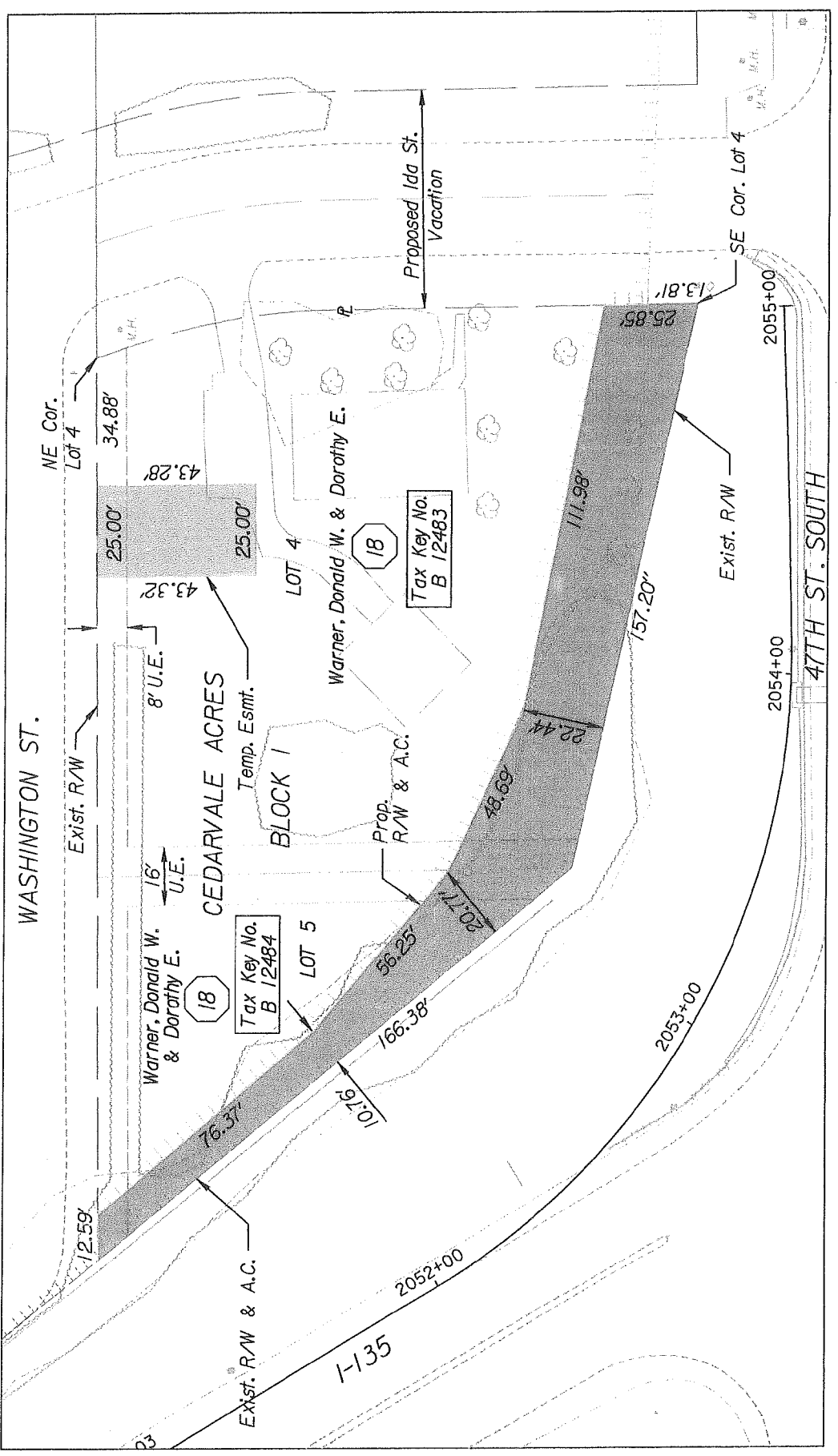
TRACT NUMBER: 18 DATE: 03/06/2009

SHEET: 1 of 1

**HNTB**

**LEGEND:**

Proposed Right of Way  
(5,889.6 SQ. FT.)  
Temporary Construction Easement  
(1082.6 SQ. FT.)  
Proposed Access Control  
(Additional 134.4 L.F.)



PROJECT: 47<sup>th</sup> Street an I135 Interchange DATE: 04/20/2009  
 COUNTY: Sedgwick TRACT NO.: 18

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY WARRANTY DEED**  
**AND TEMPORARY EASEMENT**

THIS AGREEMENT Made and entered into this 21<sup>st</sup> day of April, 2009, by and between

Donald W. Warner and Dorothy E. Warner, his wife

4751 South Ida Ave.

Wichita, KS 67216

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

**WITNESSETH**, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (3 years) on the following described property

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 5,890 Sq. Ft. for Right of Way  
Damages including but not limited to all  
improvements and real property of the  
landowner:

\$ 10,300.00

Approximately 1083 Sq. Ft. for Temporary Easement  
Damages including but not limited to all  
improvements and real property of the  
landowner:

\$ 360.00

**TOTAL:**

\$ 10,660.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Donald W. Warner and Dorothy E. Warner, his wife

By: Donald W. Warner

By: Dorothy E. Warner

THE CITY OF WICHITA

By: \_\_\_\_\_

### MEMORANDA

Exact and full name of owner, as name appears of record:

Donald W. Warner and Dorothy E. Warner, his wife

If mortgage or other liens, show names of holders:

Emprise Bank

### REMARKS:

PIN/APN  
Security Title File Number

APPROVED TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

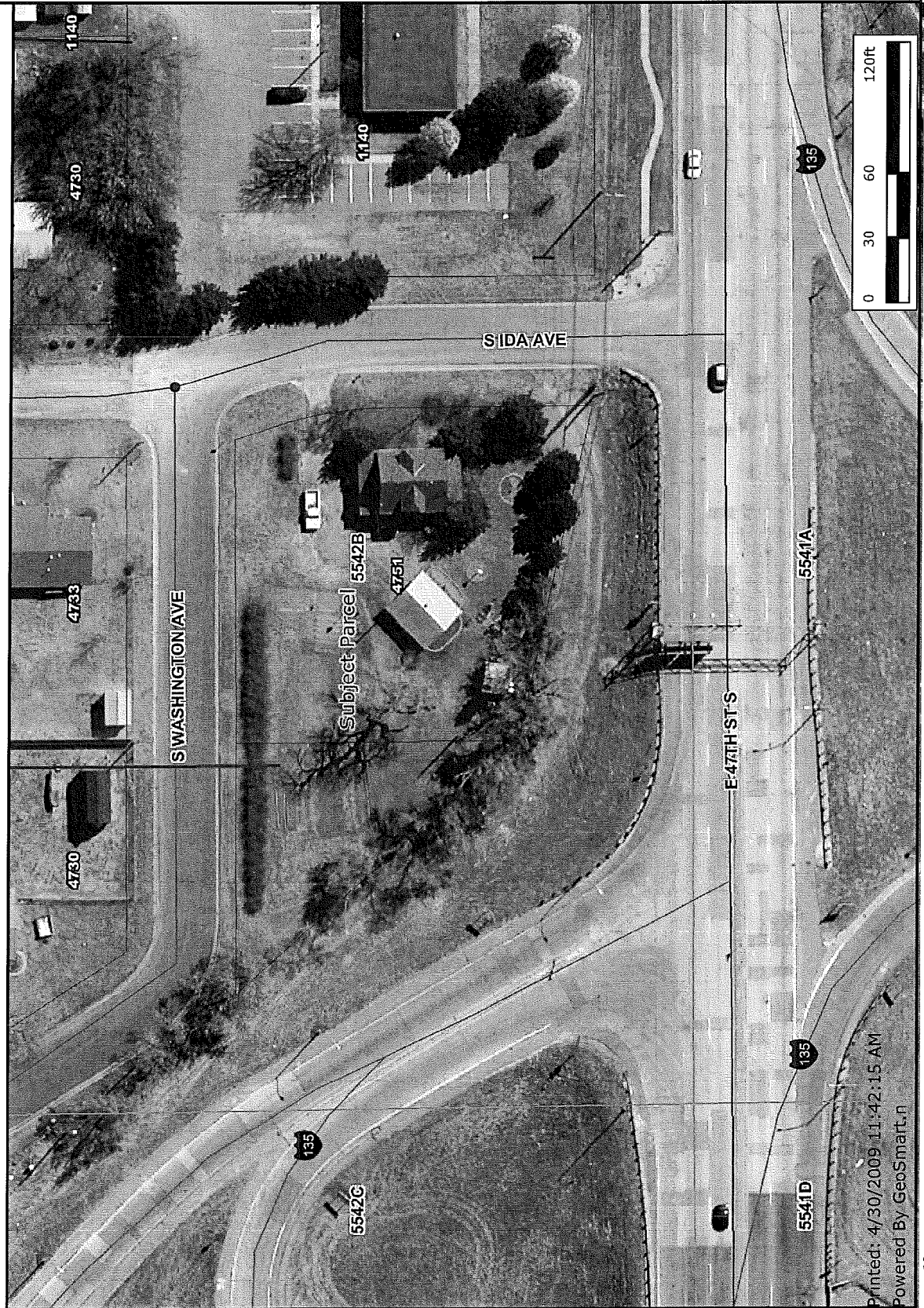
RECOMMENDED BY:

Gerald Cain  
Gerald Cain, Project Manager



# 4751 South Ida

- Identified Features
- Property Parcels
- Sewer Lines
- Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Parks
- Airports
- SDERASTER.S-DEDATA.ORTH-01FT
- SDERASTER.S-DEDATA.ORTH-0
- City Limits
- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Hayaville
- Kechi
- Maize



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**WICHITA**

**CITY OF WICHITA**  
**City Council Meeting**  
May 19, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition of Sewer Easement at 1600 North Freedom Road for the Stonebridge Addition, Lateral 1b, Main 19 Project (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

-----  
**Recommendation:** Approve the acquisition.

**Background:** On December 19, 2006, the City Council approved the reconstruction and/or rehabilitation of sanitary sewer lines as part of the Capital Improvement Program. To reduce the maintenance along Main 19, the sanitary sewer lift station located at 1600 North Freedom Road will be eliminated. A new sewer line will be installed and connected to the new infrastructure east of the existing lift station. The new easement along the southern portion of the subject property will connect the two systems and gravity flow will replace the need for a lift station. In addition to the new 0.43-acre permanent easement, a 0.28-acre temporary construction easement is also required. 1600 North Freedom Road is a 4.89-acre single-family residential property.

**Analysis:** The owner has agreed to accept the estimated market value of \$11,000, or \$0.50 per square foot for the permanent easement; \$1,000 for the temporary construction easement, or \$0.08 per square foot; and \$565 as compensation for damages to landscaping and in-ground sprinklers.

**Financial Considerations:** A budget of \$12,500 is requested. This includes \$11,000 for the easement and \$1,500 for title insurance, closing and recording fees. The acquisition will be funded from future revenue bonds and/or Sewer Utility cash reserves.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the contract and authorize the necessary signatures and; 3) Authorize the payment.

**Attachments:** Real estate purchase agreement, tract map and aerial map.

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between G. Jeffrey Ablah and JoAnn M. Ablah, husband and wife, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer a 30-foot wide sanitary sewer permanent easement for the construction and maintenance of sanitary sewer in, upon and under the following described tract, to wit:

Permanent Easement: Beginning at the SE corner of Lot 7, Block 3, Savanna at Castle Rock Ranch 7<sup>th</sup> Addition, Sedgwick County, Kansas; thence N00°14'12"E, along the east line of said Lot 7 a distance of 30 feet; thence N89°45'48"W, parallel with the south line of said Lot 7 a distance of 359.28 feet; thence S21°05'38"W, a distance of 74.73 feet; thence S82°35'10"W, a distance of 174.26 feet to a point on the east right-of-way line of Freedom Road as platted in said Addition; thence southerly along said east right-of-way line being a curve concave west, having a radius of 265.00 feet, and a central angle of 06°30'13" a distance of 30.08 feet; thence N82°35'10"E, a distance of 201.14 feet; thence N17°32'00"E, a distance of 43.18 feet; thence N45°04'00"E, a distance of 34.55 feet to a point on the south line of said Lot 7; thence east along said south line a distance of 316.12 feet to the point of beginning. Containing 18,867 square feet (0.43 ac) more or less.

2. The Seller does hereby agree to convey to the Buyer a 20-foot wide temporary construction easement for the construction and maintenance of sanitary sewer in, upon and under the following described tract, to wit:

Temporary Construction Easement: Commencing at the SE corner of Lot 7, Block 3, Savanna at Castle Rock Ranch 7<sup>th</sup> Addition, Sedgwick County, Kansas; thence N00°14'12"E, along the east line of said Lot 7 a distance of 30 feet to the Point of Beginning; thence continuing north along said east line a distance of 20 feet; thence N89°45'48"W, parallel with the south line of said Lot 7 a distance of 373.07 feet; thence S21°05'38"W, a distance of 76.62 feet; thence S82°35'10"W, a distance of 165.60 feet to a point on the east right-of-way line of Freedom Road as platted in said Addition; thence southerly along said east right-of-way line being a curve concave west, having a radius of 265.00 feet, and a central angle of 04°22'53", a distance of 20.26 feet; thence N82°35'10"E, a distance of 174.26 feet; thence N17°32'00"E, a distance of 74.73 feet; thence S89°45'48"E, parallel with the south line of said Lot 7, a distance of 359.28 feet to the Point of Beginning. Containing 12,233 square feet (0.28 ac) more or less.

Said temporary construction easement shall be conveyed to the "Buyer" for the right to enter upon said premises at any time for the purpose of constructing utility improvements and associated site work for a period not to exceed two years from the date of the temporary

construction easement document, or within two months upon completion of the project, whichever is sooner.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described easements and as compensation for damages including but not limited to landscaping the sum of Eleven Thousand Dollars and No Cents (\$11,000.00) in the manner following, to-wit: cash at closing.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be ordered by and sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible; and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Upon receipt of Title Evidence, a copy shall be furnished to the Seller.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 22, 2009.

7. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Where possible, all excavation work in finished lawn areas/easements should be performed in such a manner to protect shrubs, trees, and sod not shown or directed to be removed.

9. Buyer, at its cost, hereby agrees to restore turf grass to a condition comparable to that prior to construction.

10. Possession to be given to Buyer on or before closing date.

11. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

12. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

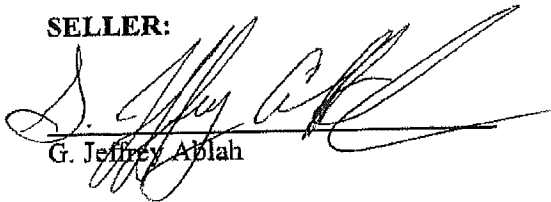
13. Buyer hereby agrees to abandon and remove the lift station at Station 6+28.9.

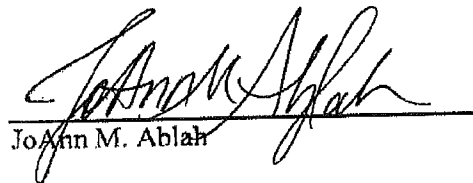
14. Buyer, contractors and assigns hereby agrees to notify Seller of site access no later than 48-hours in advance of entry to both the permanent easement and temporary construction easement.

15. Paragraphs 8, 9, 13 and 14 shall survive the closing.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

  
G. Jeffrey Ablah

  
JoAnn M. Ablah

**BUYER:**

By Direction of the City Council

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

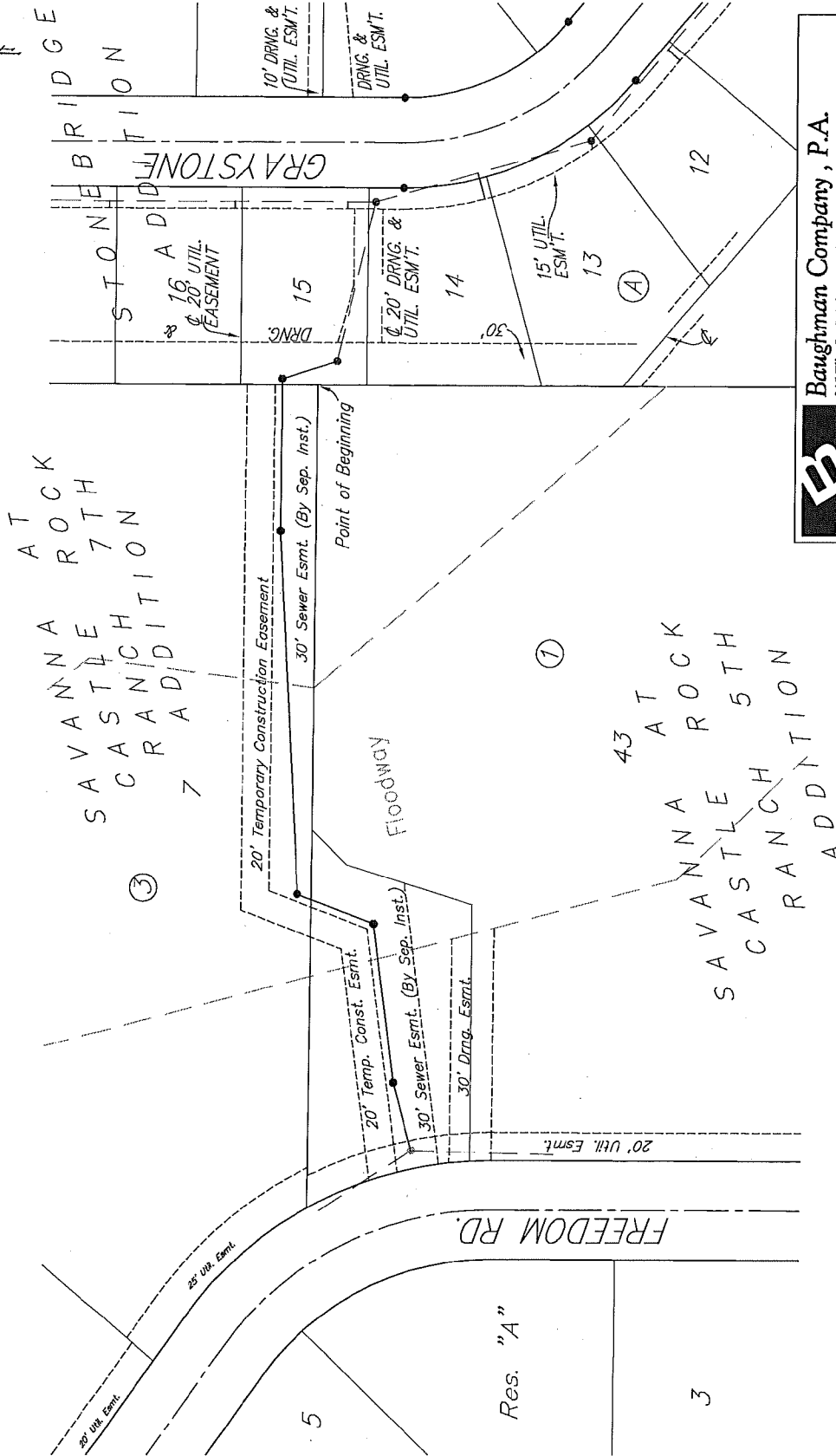


**LEGAL DESCRIPTION:**

A 30 foot wide Sanitary Sewer Easement more particularly described as follows: Beginning at the SE corner of Lot 7, Block 3, Savanna at Castle Rock Ranch 7th Addition, Sedgwick County, Kansas; thence N 00°14'12" E, along the east line of said Lot 7, a distance of 30 feet; thence N 89°45'48" W, parallel with the south line of said Lot 7, a distance of 359.28 feet; thence S 21°05'38" W, a distance of 74.73 feet; thence S 82°35'10" W, a distance of 174.26 feet to a point on the east right-of-way line of Freedom Road as platted in said Addition; thence southerly along said east right-of-way line being a curve concave west, having a radius of 265.00 feet, and a central angle of 06°30'13" a distance of 30.08 feet; thence N 82°35'10" E, a distance of 201.14 feet; thence N 17°32'00" E, a distance of 43.18 feet; thence N 45°04'00" E, a distance of 34.55 feet to a point on the south line of said Lot 7; thence east along said south line a distance of 316.12 feet to the point of beginning. Containing 18,867 square feet (0.43 ac) more or less.

**EXHIBIT**

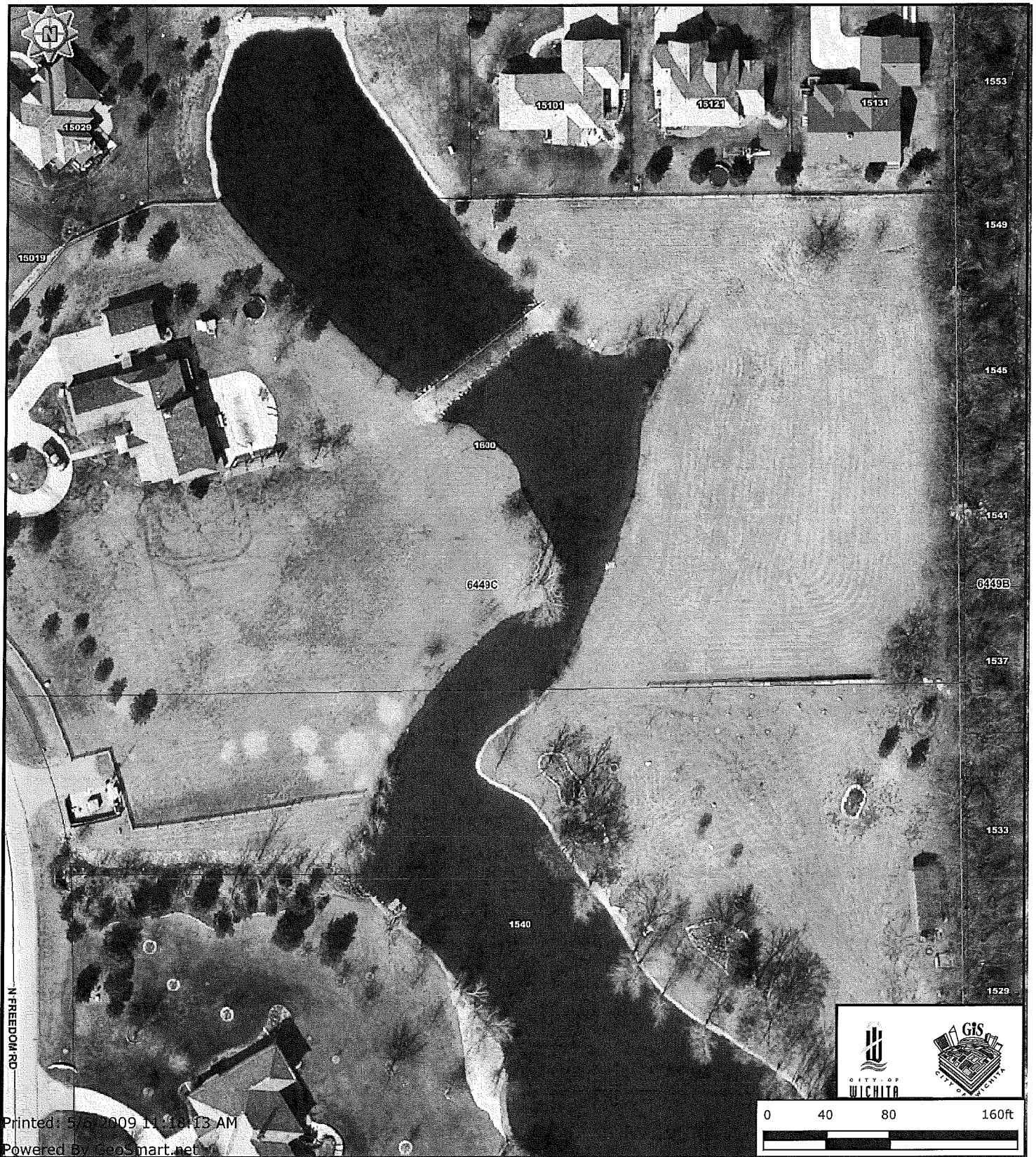
1" = 100'



**Baughman Company, P.A.**  
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149  
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

E: \Stonebridge Addition \Lateral 1b, Main 19, FMC\Exhibits.dwg

# 1600 North Freedom Road



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita  
City Council Meeting

May 19, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
(Districts I, III and VI)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

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**Recommendations:** Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

**Background:** On May 4, 2009, the Board of Code Standards and Appeals conducted hearings on the seven (7) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

**Analysis:** Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<b><u>Property Address</u></b>	<b><u>Council District</u></b>
a. 1412 East 11 <sup>th</sup> Street North	I
b. 1025 North Estelle	I
c. 1410 North Lorraine	I
d. 1411 North Lorraine	I
e. 4316 East Bayley	III
f. 1437 South Wichita (rear)	III
g. 2402 West 29 <sup>th</sup> Street North #10	VI

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

**Recommendations/Actions:** Adopt the attached resolutions to schedule a public hearing before the City Council on July 7, 2009 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

**Attachments:** Letters to Council, summaries, and resolutions.

PUBLISHED IN THE WICHITA EAGLE ON MAY 22, AND MAY 29, 2009

RESOLUTION NO. 09-143

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 93 AND 95, CLEVELAND AVENUE, GRANVILLE PARK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1412 E. 11TH N (AKA: 1202 N. CLEVELAND) MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 19th day of May 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 7th day of July 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 93 AND 95, CLEVELAND AVENUE, GRANVILLE PARK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1412 E. 11th N (aka: 1202 N. Cleveland), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 24 x 30 feet in size. Vacant for at least 10 years, this structure has a shifting and cracking concrete block foundation; rotted and missing wood lap siding; deteriorating front and rear porches; rotted wood trim and framing members; and the 16 x 25 foot concrete block accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 19th day of May 2009.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 22, AND MAY 29, 2009

RESOLUTION NO. 09-144

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 22 AND 24, BLOCK 3, ESTERBROOK PARK ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1025 N. ESTELLE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 19th day of May 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 7th day of July 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 22 AND 24, BLOCK 3, ESTERBROOK PARK ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1025 N. ESTELLE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 20 x 26 feet in size. Vacant for at least 6 years, this structure has a shifting and cracking concrete block foundation with missing blocks; rotted wood siding and missing asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; rotted windows; and the sill plates are exposed.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 19th day of May 2009.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 22, AND MAY 29, 2009

RESOLUTION NO. 09-145

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 10 AND 12 LORRAINE AVENUE, GIRARD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1410 N. LORRAINE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 19th day of May 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 7th day of July 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 10 AND 12 LORRAINE AVENUE, GIRARD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1410 N. LORRAINE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story masonry dwelling about 43 x 26 feet in size. Vacant for at least a year, this structure has sustained interior fire and smoke damage. It has a shifting and cracking cellar access; cracking brick walls; deteriorating front porch; and the 25 x 12 foot concrete block accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 19th day of May 2009.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 22, AND MAY 29, 2009

RESOLUTION NO. 09-146

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 9 AND 11 LORRAINE AVENUE, GIRARD ADDITION, WICHITA, SEDGWICK COUNTY KANSAS KNOWN AS 1411 N. LORRAINE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 19th day of May 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 7th day of July 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 9 AND 11 LORRAINE AVENUE, GIRARD ADDITION, WICHITA, SEDGWICK COUNTY KANSAS, known as: 1411 N. LORRAINE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one and one-half story frame dwelling about 22 x 52 feet in size. Vacant and open, this structure has shifting and cracking concrete block basement walls; broken and missing asbestos siding; sagging and badly worn composition roof; collapsing front porch; and rotted window trim and garage doors.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 19th day of May 2009.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk



OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 22, AND MAY 29, 2009

RESOLUTION NO. 09-147

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 26, BLOCK A, HILLTOP MANOR, A REPLAT OF PART HILLTOP MANOR AND HILLTOP MANOR 2ND ADDITION, SEDGWICK COUNTY, KANSAS KNOWN AS 4316 E. BAYLEY MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 19th day of May 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 7th day of July 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 26, BLOCK A, HILLTOP MANOR, A REPLAT OF PART HILLTOP MANOR AND HILLTOP MANOR 2ND ADDITION, SEDGWICK COUNTY, KANSAS, known as: 4316 E. BAYLEY, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 57 x 24 feet in size. Vacant for at least 6 years, this structure has deteriorated and missing hardboard and asbestos siding; sagging and badly worn composition roof with holes and missing shingles; deteriorated front and rear porches; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 19th day of May 2009.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 22, AND MAY 29, 2009

RESOLUTION NO. 09-148

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 30, 32 AND 34, ON WICHITA STREET, IN FITZGERALD'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1441 S. WICHITA #2 (AKA: 1437 S. WICHITA "REAR") MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 19th day of May 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 7th day of July 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 30, 32 AND 34, ON WICHITA STREET, IN FITZGERALD'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1441 S. WICHITA #2 (aka: 1437 S. Wichita "rear"), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 43 x 26 feet in size. Vacant for at least 7 months, this structure has sustained fire damage. It has a cracking concrete foundation; fire damaged asbestos siding, with missing shingles; badly worn composition roof with missing shingles; missing stairway; exposed, fire damaged framing members; and rotted and damaged wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 19th day of May 2009.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 22, AND MAY 29, 2009

RESOLUTION NO. 09-149

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 1 AND THE NORTH 20 FEET OF VACATED 29TH STREET, MERIDIAN AVENUE AND THE K-96 HIGHWAY ADJACENT, BLOCK 1, PIER POINT ACRES, SEDGWICK COUNTY, KANSAS KNOWN AS 2402 W. 29TH N. #10 MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 19th day of May 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 7th day of July 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 1 AND THE NORTH 20 FEET OF VACATED 29TH STREET, MERIDIAN AVENUE AND THE K-96 HIGHWAY ADJACENT, BLOCK 1, PIER POINT ACRES, SEDGWICK COUNTY, KANSAS, known as: 2402 W. 29th N. #10, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a mobile home about 10 x 60 feet in size. Vacant for at least 6 months, this structure is not adequately tied down. It has loose metal siding; missing skirting; exposed sub flooring; worn metal roof; and the end walls are sagging due to removed blocking.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 19th day of May 2009.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

GROUP # 3

**NOTICE OF DEMOLITION ACTION**

This is to certify that the property located at **1412 E. 11TH N (AKA: 1202 N. CLEVELAND)** and legally described as: **LOTS 93 AND 95, CLEVELAND AVENUE, GRANVILLE PARK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 7, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

\_\_\_\_\_  
Kurt A. Schroeder, Superintendent, Office of Central Inspection  
City of Wichita

**STATE OF KANSAS )**  
**) ss:**  
**SEDGWICK COUNTY)**

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one story frame dwelling about 24 x 30 feet in size. Vacant for at least 10 years, this structure has a shifting and cracking concrete block foundation; rotted and missing wood lap siding; deteriorating front and rear porches; rotted wood trim and framing members; and the 16 x 25 foot concrete block accessory structure is dilapidated.

**(b) Street Address:** 1412 E. 11th N (aka: 1202 N. Cleveland)

**(c) Owners:**  
Joseph E. Mason and Pina R. Mason (both deceased)  
**POST ON PROPERTY**

**(d) Resident Agent:**None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):** None

**(h) Interested Parties:**  
Beverly J. Mason  
2600 N. Grove #220  
Wichita, KS 67219

Henry E. Mason  
7450 E. 32nd N. #602  
Wichita, KS 67226

Marilyn Bovell  
721 N. Ash  
Wichita, KS 67214

Keith M. Mason  
4762 Rolling Meadows  
Memphis, TN 38128

Jan P. McClain  
3257 Ancroft Cove  
Memphis, TN 38128

**DATE: May 5, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 1412 E. 11th N (aka: 1202 N. Cleveland)**

**LEGAL DESCRIPTION: LOTS 93 AND 95, CLEVELAND AVENUE, GRANVILLE PARK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 30 feet in size. Vacant for at least 10 years, this structure has a shifting and cracking concrete block foundation; rotted and missing wood lap siding; deteriorating front and rear porches; rotted wood trim and framing members; and the 16 x 25 foot concrete block accessory structure is dilapidated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

### GROUP # 3

## NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1025 N. ESTELLE** and legally described as: **LOTS 22 AND 24, BLOCK 3, ESTERBROOK PARK ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 7, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection  
City of Wichita

[illegible]

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one story frame dwelling about 20 x 26 feet in size. Vacant for at least 6 years, this structure has a shifting and cracking concrete block foundation with missing blocks; rotted wood siding and missing asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; rotted windows; and the sill plates are exposed.

**(b) Street Address:** 1025 N. ESTELLE

**(d) Owners:**  
Mario Steele & Kamerion Wimbles  
2720 N. Grove  
Wichita, KS 67219

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N. Main  
Wichita, KS 67203

Chris McElgunn, Attorney  
301 N. Main #1600  
Wichita, KS 67202

**(i) Mortgage Holder(s):** None

**(j) Interested Parties:** None



**DATE: May 5, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 1025 N. ESTELLE**

**LEGAL DESCRIPTION: LOTS 22 AND 24, BLOCK 3, ESTERBROOK PARK ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 20 x 26 feet in size. Vacant for at least 6 years, this structure has a shifting and cracking concrete block foundation with missing blocks; rotted wood siding and missing asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; rotted windows; and the sill plates are exposed.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

### GROUP # 3

## NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1410 N. LORRAINE** and legally described as: **LOTS 10 AND 12 LORRAINE AVENUE, GIRARD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 7, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection  
City of Wichita

[illegible]

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one-story masonry dwelling about 43 x 26 feet in size. Vacant for at least a year, this structure has sustained interior fire and smoke damage. It has a shifting and cracking cellar access; cracking brick walls; deteriorating front porch; and the 25 x 12 foot concrete block accessory structure is dilapidated.

**(b) Street Address:** 1410 N. LORRAINE

**(c) Owners:**  
Lynne Dix  
4989 Jade Ave.  
Wichita, KS 67216

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N. Main  
Wichita, KS 67203

Chris McElgunn, Attorney  
301 N. Main #1600  
Wichita, KS 67202

**(k) Mortgage Holder(s):** None

**(l) Interested Parties:** None

**DATE: April 23, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 1410 N. LORRAINE**

**LEGAL DESCRIPTION: LOTS 10 AND 12 LORRAINE AVENUE, GIRARD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one-story masonry dwelling about 43 x 26 feet in size. Vacant for at least a year, this structure has sustained interior fire and smoke damage. It has a shifting and cracking cellar access; cracking brick walls; deteriorating front porch; and the 25 x 12 foot concrete block accessory structure is dilapidated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date



### GROUP # 3

## NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1411 N. LORRAINE** and legally described as: **LOTS 9 AND 11 LORRAINE AVENUE, GIRARD ADDITION, WICHITA, SEDGWICK COUNTY KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 7, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection  
City of Wichita

[illegible]

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one and one-half story frame dwelling about 22 x 52 feet in size. Vacant and open, this structure has shifting and cracking concrete block basement walls; broken and missing asbestos siding; sagging and badly worn composition roof; collapsing front porch; and rotted window trim and garage doors.

**(b) Street Address:** 1411 N. LORRAINE

**(c) Owners:**  
Norvell D. Bufford Jr.  
2811 Beacon Hill Ct.  
Wichita, KS 67220

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N. Main  
Wichita, KS 67203

Chris McElgunn, Attorney  
301 N. Main #1600  
Wichita, KS 67202

**(g) Mortgage Holder(s):** None

**(h) Interested Parties:** None

**DATE: May 5, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 1411 N. LORRAINE**

**LEGAL DESCRIPTION: LOTS 9 AND 11 LORRAINE AVENUE, GIRARD ADDITION, WICHITA, SEDGWICK COUNTY KANSAS**

**DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 22 x 52 feet in size. Vacant and open, this structure has shifting and cracking concrete block basement walls; broken and missing asbestos siding; sagging and badly worn composition roof; collapsing front porch; and rotted window trim and garage doors.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. The building has parts, which are so attached that they may fall and injure other property or the public.**
- E. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date



### GROUP # 3

## NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **4316 E. BAYLEY** and legally described as: **LOT 26, BLOCK A, HILLTOP MANOR, A REPLAT OF PART HILLTOP MANOR AND HILLTOP MANOR 2ND ADDITION, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 7, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection  
City of Wichita

**STATE OF KANSAS     )**

**) ss:**

**SEDGWICK COUNTY)**

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one-story frame dwelling about 57 x 24 feet in size. Vacant for at least 6 years, this structure has deteriorated and missing hardboard and asbestos siding; sagging and badly worn composition roof with holes and missing shingles; deteriorated front and rear porches; and rotted wood trim.

**(b) Street Address:** 4316 E. BAYLEY

**(d) Owners:**  
Donald R. Steventon Jr. & Diane M. Steventon  
4112 Meno Dr.  
Wichita, KS 67218

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N. Main  
Wichita, KS 67203

Chris McElgunn, Attorney  
301 N. Main #1600  
Wichita, KS 67202

Sunflower Bank N.A.  
c/o Clark, Mize & Linville, Chartered  
PO Box 380  
Salina, KS 67402

**(i) Mortgage Holder(s):** None

**(j) Interested Parties:** None

**DATE: May 5, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 3**

**ADDRESS: 4316 E. BAYLEY**

**LEGAL DESCRIPTION: LOT 26, BLOCK A, HILLTOP MANOR, A REPLAT OF PART HILLTOP MANOR AND HILLTOP MANOR 2ND ADDITION, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 57 x 24 feet in size. Vacant for at least 6 years, this structure has deteriorated and missing hardboard and asbestos siding; sagging and badly worn composition roof with holes and missing shingles; deteriorated front and rear porches; and rotted wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. The building has parts, which are so attached that they may fall and injure other property or the public.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

**GROUP # 3**

**NOTICE OF DEMOLITION ACTION**

This is to certify that the property located at **1441 S. WICHITA #2 (AKA: 1437 S. WICHITA "REAR")** and legally described as: **LOTS 30, 32 AND 34, ON WICHITA STREET, IN FITZGERALD'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 7, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

\_\_\_\_\_  
Kurt A. Schroeder, Superintendent, Office of Central Inspection  
City of Wichita

**STATE OF KANSAS )**

**) ss:**

**SEDGWICK COUNTY)**

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:

---



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A two-story frame dwelling about 43 x 26 feet in size. Vacant for at least 7 months, this structure has sustained fire damage. It has a cracking concrete foundation; fire damaged asbestos siding, with missing shingles; badly worn composition roof with missing shingles; missing stairway; exposed, fire damaged framing members; and rotted and damaged wood trim.

**(b) Street Address:** 1441 S. WICHITA #2 (aka: 1437 S. Wichita "rear")

**(e) Owners:**

**Jack R. Trimmell & Rosie Jean Trimmell**  
1437 S. Wichita  
Wichita, KS 67213

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**

**Kelly Arnold, County Clerk**  
Sedgwick County Courthouse  
525 N. Main  
Wichita, KS 67203

**Chris McElgunn, Attorney**

**301 N. Main #1600**  
Wichita, KS 67202

**Medicalodges**

**c/o Bruce, Bruce & Lehman, L.L.C.**  
PO Box 75037  
Wichita, KS 67275

**(k) Mortgage Holder(s):** None

**(l) Interested Parties: None**

**DATE: May 5, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 3**

**ADDRESS: 1441 S. WICHITA #2 (aka: 1437 S. Wichita "rear")**

**LEGAL DESCRIPTION: LOTS 30, 32 AND 34, ON WICHITA STREET, IN FITZGERALD'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 43 x 26 feet in size. Vacant for at least 7 months, this structure has sustained fire damage. It has a cracking concrete foundation; fire damaged asbestos siding, with missing shingles; badly worn composition roof with missing shingles; missing stairway; exposed, fire damaged framing members; and rotted and damaged wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

### GROUP # 3

## NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2402 W. 29TH N. #10** and legally described as: **LOT 1 AND THE NORTH 20 FEET OF VACATED 29TH STREET, MERIDIAN AVENUE AND THE K-96 HIGHWAY ADJACENT, BLOCK 1, PIER POINT ACRES, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 7, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection  
City of Wichita

[illegible]

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:





**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A mobile home about 10 x 60 feet in size. Vacant for at least 6 months, this structure is not adequately tied down. It has loose metal siding; missing skirting; exposed sub flooring; worn metal roof; and the end walls are sagging due to removed blocking.

**(b) Street Address:** 2402 W. 29th N. #10

**(f) Owners:**

James F Mote & Lola E. Mote  
Trustees of Mi Casa Family Trust  
PO Box 292  
Wichita, KS 67201

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**

Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N. Main  
Wichita, KS 67203

Chris McElgunn, Attorney

301 N. Main #1600  
Wichita, KS 67202

Joyce C. Meyer

DBA: Jamer Company & John A. Meyer  
22536 W. 112th  
Olathe, KS 66061

**(m) Mortgage Holder(s):** None

**(n) Interested Parties:** None

**DATE: May 5, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 6**

**ADDRESS: 2402 W. 29th N. #10**

**LEGAL DESCRIPTION: LOT 1 AND THE NORTH 20 FEET OF VACATED 29TH STREET, MERIDIAN AVENUE AND THE K-96 HIGHWAY ADJACENT, BLOCK 1, PIER POINT ACRES, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A mobile home about 10 x 60 feet in size. Vacant for at least 6 months, this structure is not adequately tied down. It has loose metal siding; missing skirting; exposed sub flooring; worn metal roof; and the end walls are sagging due to removed blocking.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Superintendent of Central Inspection  
Enforcing Officer

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Date

**Senior Management Expenses  
For the Month of March 2009**

<b>Employee by Department</b>	<b>Purpose</b>	<b>Amount</b>
<b>01-City Manager Staff</b>		
Robert Layton, City Manager	NLC Conference, Washington DC	\$ 1,986.40
<b>14-Environmental Services</b>		
Kay Johnson, Director of Environmental Services	Water & Future of Kansas Conference, Topeka, KS	241.12
<b>18-Water and Sewer</b>		
David Warren, Director of Water & Sewer	Design-Build Institute of America Conference, Denver, CO	1,736.59
<b>19-Airport</b>		
Victor White, Director of Airports	AAAE/ACI-NA Spring Conference, Washington DC	1,967.37
Brad Christopher, Assistant Director of Airports	Kansas Association of Airports Workshop, Topeka, KS	190.59
John Oswald, Engineering & Planning Manager	Kansas Association of Airports Workshop, Topeka, KS	190.59
<b>Total</b>		<b>\$ 6,312.66</b>

**Agenda Item No. XII-11.**

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Deferral of Special Assessment (District II)

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

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**Recommendation:** Approve the deferral.

**Background:** The City Council may authorize and provide for a delay in or an abatement of the payment of special assessments for the cost of constructing public improvements in unplatted and undeveloped areas of the City. The City Council may provide for a delay in the commencement of payment of some or all special assessments upon such property for a designated period of not to exceed fifteen years or until such property is platted or developed if the same occurs prior to the conclusion of the period designated. In the event such property has not developed, an additional extension of ten years before commencement of payments may be granted to such property.

The current definition of undeveloped is:

- Are in excess of 2 ½ acres;
- Have not been platted;
- Are primarily used for agricultural purposes;
- Have a population density of less than one family per acre; and
- Are not served by such public improvement.

**Analysis:** The City of Wichita has received several applications for Agricultural Deferrals on unplatted tracks of land which were assessed for projects covering multiple phases of development. The Agricultural Deferral program has not been used in this manner before, and staff is currently preparing a program to help address such issues in the future.

The agricultural deferral has special and distinct circumstances:

- The assessment, specifically a sewer line, was not subject to any other considerations such as the sewer main benefit program or other vehicle to delay the assessment until development.
- The requester consented to the assessment to directly benefit a party in which he has no financial stake. The sewer does not benefit his property at this time.
- A City representative mistakenly indicated that if the sewer line could pass through his property, a deferral program was available to delay the special assessments associated with this project.

**Financial Considerations:** The total specials associated with this deferral request total \$104,414, with a payment of \$11,509 due this year and \$9,266 due each remaining year. If the City Council defers the special assessment payments until the property is platted or developed, the Debt Service Fund will continue to make the payments. The Capital Improvement Program will be reduced by \$11,509 for 2009 and by \$9,266 annually thereafter.

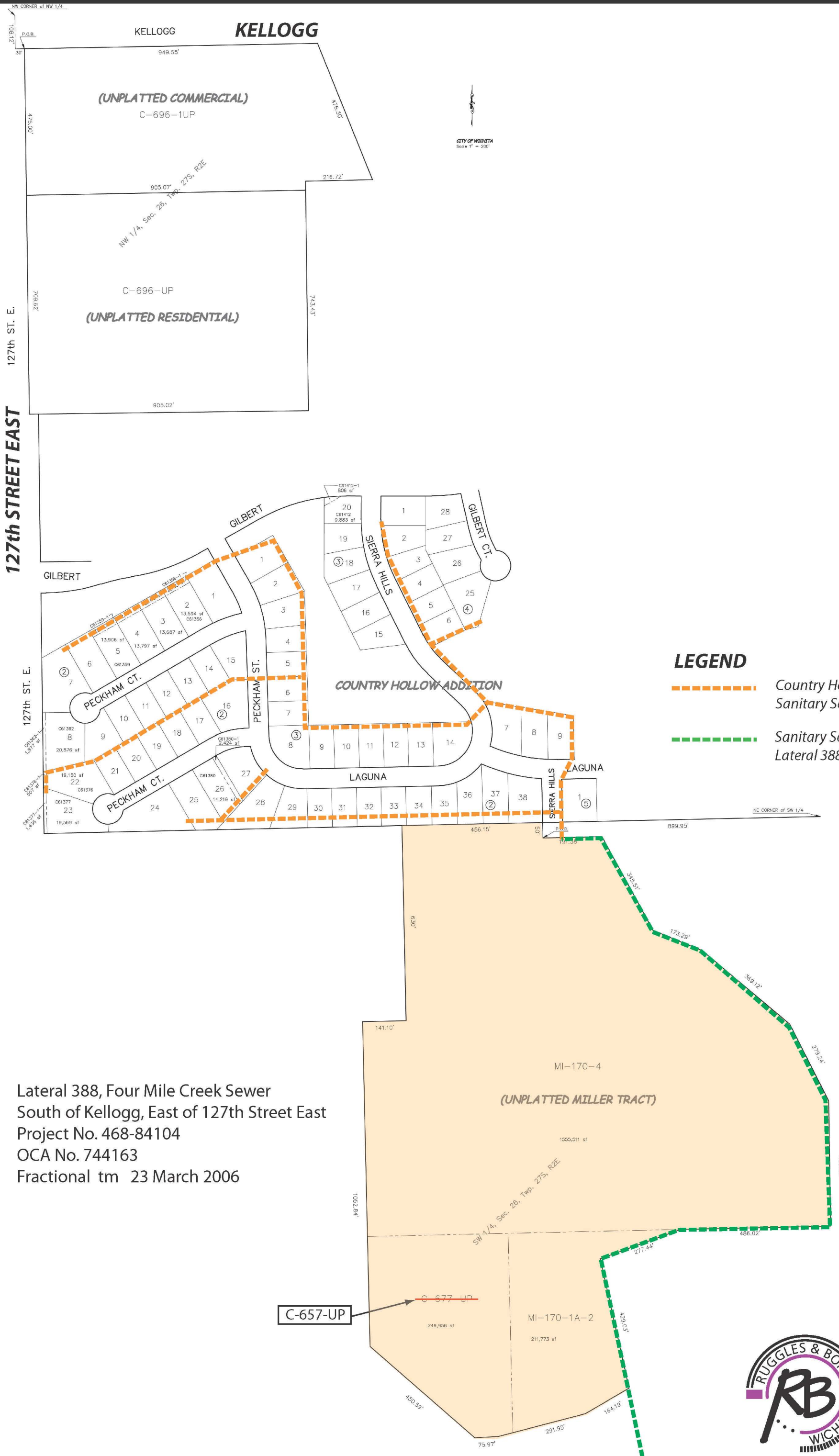
**Goal Impact:** This action addresses the Dynamic Core Area and Vibrant Neighborhoods by allowing the contractor to defer special assessments when the improvement does not currently impact his property.

**Legal Considerations:** In accordance with Charter Ordinance No. 139 – Section 2 – the City Council can approve the delay in or abatement in the payment of special assessments for the cost of constructing public improvements.

**Recommendations/Actions:** It is recommended that the City Council approve the deferral of special assessments for sewer projects C-00731-00UP, C-00732-00UP and C-657-1UP for five years with an additional five years or until the property is platted or developed.

**Attachments:**

Map of area.



Lateral 388, Four Mile Creek Sewer  
South of Kellogg, East of 127th Street East  
Project No. 468-84104  
OCA No. 744163  
Fractional tm 23 March 2006



**Agenda Item No. XII-13.**

**City of Wichita  
City Council Meeting  
May 19, 2009**

**To:** Mayor and City Council

**Subject:** Demolition of the Michigan Building, 206 East Douglas. (District VI)

**Initiated By:** Metropolitan Area Planning Department

**Agenda:** City Council Consent

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**Historic Preservation Board Recommendation:** Approve the demolition with a finding of no feasible and prudent alternative to the demolition of the building.

**HP Staff Recommendation:** Approve the demolition with a finding of no feasible and prudent alternative to the demolition of the building.

**Background:** At the Historic Preservation Board meeting on April 13, 2009, the applicant requested demolition of the Michigan Building located at 206 E. Douglas (HPC2009-00084). The Michigan Building is listed in the Register of Historic Kansas Places and is within the environs of the Kress Building, Brown Building, Lassen Hotel and Farmers and Bankers Buildings.

The original plan for the redevelopment of the Exchange Place Project, which includes the Michigan Building, was approved by the Historic Preservation Board in February 2006. The Michigan Building has significant deterioration of the east and north exterior walls and the roof has suffered significant structural damage since the upper floors of the building were vacated prior to 1970. Real Development has studied several options for the redevelopment of the Michigan Building in order to save the facade. Engineering reports were ordered to evaluate two options: 1) demolish the rear of the building and leave the front portion; or 2) retain the entire building and reinforce the floors to stabilize the structure. The engineering reports were not favorable for either option.

**Analysis:** At the regular scheduled Historic Preservation Board meeting on April 13, 2009, the Board voted unanimously (6-0) that there was no prudent and feasible alternative to the demolition of the Michigan Building, with the condition that the infill construction between Exchange Place and the Kress Building be compatible in scale and architectural detail. Photographic documentation, existing architectural drawings and structural reports are to be submitted for the historic record to be housed in the Wichita Public Library.

According to paragraph 6 of the Programmatic Agreement between the Kansas State Historic Preservation Officer and the City of Wichita, only the City's governing body can make an official determination of "no feasible and prudent alternative" to the proposed project. For this reason, this item is before the City Council for final disposition.

**Financial Consideration:** None

**Goal Impact:** Economic Vitality, Core Area and Neighborhood

**Legal Consideration:** The City of Wichita has a programmatic agreement with the State Historic Preservation Office to review applications for all properties individually listed or listed in historic districts in the state/national register of historic places. The Council has review authority over the decision of the Historic Preservation Board, as provided for in K.S. A. 75- 2724 and the City Code Section 2.12.1023(c), and (f). All relevant factors must be considered and must find there is no “feasible and prudent alternative to the proposal and that the program includes all possible planning to minimize harm to such historic property resulting from such use”.

**Recommendation/Actions:** Find there is “no feasible and prudent alternative” to the demolition of the Michigan Building and approve the request for demolition.

**Attachment:**

Draft minutes of the April 12, 2009 Historic Preservation Board  
Copy of the structural engineer report March 19, 2009



# MINUTES

## WICHITA HISTORIC PRESERVATION BOARD

13 APRIL 2009

CITY HALL, 455 N. MAIN, 10TH FLOOR

3:00 P.M.

### ITEM NO. 1 ROLL CALL

Members Present:

Jim Guy  
Elena Ingle  
Vicki Churchman (in at 3:20)  
Rachelle Pulkkala  
Claire Willenberg  
Kim Edgington (in at 3:05)

Members Absent:

Mike Seiwert

Staff Present:

Kathy Morgan, Senior Planner, Historic Preservation Office  
Barbara Hammond, Planning Analyst, Historic Preservation Office  
Jeff VanZandt, City Attorney  
Mike Gable, Office of Central Inspection  
Mackenzie Stout, City Archaeologist

Mr. Jeff VanZandt introduced himself. He is the new attorney taking the position on this board that Sharon Dickgrafe held.

### ITEM NO. 2 ADDITIONS OR ADJUSTMENTS TO THE AGENDA

Copy of the State Preservation Conference Schedule, to further discussed under miscellaneous matters.

### ITEM NO. 3 REVOLVING LOAN FUND UPDATE

Revolving Loan Fund – Residential	\$ 44,916,62
Revolving Loan Fund – Non-Residential	
Deferred Loan Fund – Residential	\$ 40,000.00

### ITEM NO. 4 CORRESPONDENCE

None

### ITEM NO. 5 APPROVAL OF MINUTES FROM THE 9 MARCH 2009 MEETING

Motion #1 made by Ingle, 2<sup>nd</sup> by Pulkkala to approve the March 9, 2009 minutes as presented. Motion carried unanimously (5-0).

### ITEM NO. 6 OLD BUSINESS

None

### ITEM NO. 7 CONSENT AGENDA

The following items were reviewed in accordance with K.S.A. 75-2715 – 2725, as amended

#### 1. **Roof Repairs**

HPC2009-00045	1702 N Fairmount	Re-roof on apartment: ENV Fairmount Cottage, Fairmount Cong Church
HPC2009-00047	1609 N Waco	Re-roof on residence: ENV Park Place/Fairview Historic District
HPC2009-00051	411 N Grove	Re-roof on residence: ENV Johnson Drug Store
HPC2009-00054	5119 E Douglas	Re-roof on residence: ENV Belmont Arches
HPC2009-00055	1617 N Park Place	Re-roof on residence: Contributing structure, Park Place/Fairview HD
HPC2009-00058	534 N Grove	Re-roof on residence: ENV Johnson Drug Store
HPC2009-00061	136 N Emporia	Re-roof on commercial: ENV East Douglas Avenue Historic District
HPC2009-00066	2318 N McLean Blvd	Re-roof on residence: ENV Elizabeth McLean House
HPC2009-00067	2242 Ridgewood Dr	Re-roof on residence: ENV Hackberry Archaeological Site
HPC2009-00068	810 N Buffum	Re-roof on residence: ENV Smyser House
HPC2009-00072	1127 N Topeka Ave	Re-roof on residence: Contributing structure, Topeka/Emporia HD
HPC2009-00075	110 N Fountain	Re-roof on residence: ENV Belmont Arches

#### 2. **Signs**

HPC2009-00040	1001 N Broadway	new sign face on existing sign for Subway: ENV Bowers House/Stoner Apt
HPC2009-00044	300N Meade, Ste 108	relocate signs from 7828 W Maple: ENV Warehouse and Jobbers HD
HPC2009-00048	700 W Douglas	replace existing awning with new : ENV 800 Block West Douglas
HPC2009-00050	125 N Emporia	add sign for CALLCAP on existing tenant sign: ENV East Douglas Ave HD

**3. Other**

HPC2009-00049	1308 N Waco	Replace windows on north side of house: ENV Chapman Noble House
HPC2009-00052	1226 N Larimer	Install vinyl siding and windows, re-roof house: ENV Bitting Historic District
HPC2009-00053	520 N Broadview	Repair windows, tuckpoint, and repair clay tile roof: ENV Belmont Arches
HPC2009-00057	308 S Roosevelt	Repair fire damage to house and garage: ENV Newbern-Gore House
HPC2009-00062	1016 N Jackson	Demolition of fire damaged house: ENV Sternberg House
HPC2009-00064	400 W Central	Build carport b/t apartment bldgs: ENV Old County Courthouse and Monument
HPC2009-00065	1257 N Fairview	Install 4-6 inch vinyl siding: ENV Park Place/Fairview HD
HPC2009-00070	1204 W Riverside	Replace old shed with new to match house: ENV Smyser House, Riverside Cottage, Stackman Court Apts
HPC2009-00071	332 E 1 <sup>st</sup> Street	Install communications equipment on west elevation: Scottish Rite Consistory
HPC2009-00073	106 E16th Street	Build detached carport: contributing structure Park Place/Fairview HD
HPC2009-00074	1007 S Dodge	Install vinyl siding including soffit and fascia boards: ENV McCormick School
HPC2009-00079	927 S St. Francis	Build storage unit 20 X60 one-story 4-6 lap siding, front gable: ENV Grace ME Church

**Motion #2 made by Ingle, 2<sup>nd</sup> by Edgington to approve the consent agenda as reviewed in accordance with K.S.A. 75-2725 – 2725. Motion carried unanimously (5-0).**

**ITEM NO. 8     PROJECT REVIEW**

**A. MAJOR:**            HPC2009-00056 – Wichita High School  
**APPLICANT:**        Dave Burk  
**FOR:**                 324 N Emporia

Property owner requests support of nomination of the Wichita High School to the Register of Historic Kansas Places and the National Register of Historic Places.

Dave Burk presented the nomination and stood for questions and comments.

**Motion #3 made by Guy, 2<sup>nd</sup> by Ingle to support the proposed nomination of the Wichita High School as reviewed in accordance with K.S.A. 75-2715-2725. Motion carried unanimously (6-0).**

**B. MAJOR:**            HPC2009-00076 – Winders Historic District National Register Nomination  
**APPLICANT:**        Barbara Hammond for the property owners  
**FOR:**                 1038-40, 1044 and 1045 S. Topeka

Property owners request support of nomination of the Winders Historic District to the Register of Historic Kansas Places and the National Register of Historic Places.

Julia Lusk, Loren Winders, Wanda Dunagan, Earl Dunagan and Darvin Wilson were present for questions and comments.

**Motion #4 made by Churchman, 2<sup>nd</sup> by Ingle to support the proposed nomination of the Winders Historic District as reviewed in accordance with K.S.A. 75-2715-2725. Motion carried unanimously (6-0).**

**C. MAJOR:**            HPC2009-00078 – W.O. Van Arsdale House.  
**APPLICANT:**        Donald R. Steelberg  
**FOR:**                 201 N Broadview

Property owner requests support of nomination of the W.O. Van Arsdale House to the Register of Historic Kansas Places and the National Register of Historic Places.

Donald Steelberg presented the nomination and stood for questions and comments.

**Motion #5 made by Ingle, 2<sup>nd</sup> by Willenberg to support the proposed nomination of the W.O. Van Arsdale as reviewed in accordance with K.S.A. 75-2715-2725. Motion carried unanimously (6-0).**

**D. MAJOR:**            HPC2009-00080 – Environs Review, Lassen Hotel, the Farmers & Bankers Historic District, and the Orpheum, Kress, and Michigan Buildings.  
**APPLICANT:**        Roger Brown, Law Kingdon Architecture  
**FOR:**                 125 N Market, Wichita Executive Centre (formerly SC Telcom)

Applicant proposes to apply temporary signage to the skywalk windows advertising space for lease in the Wichita Executive Center building.

Roger Brown and Craig Simon, Dale Miller, MAPD, and JR Cox, OCI, were present for questions and comments.

**Motion #6 made by Willenberg, 2<sup>nd</sup> by Churchman to find that HPC2009-00080, as reviewed in accordance with K.S.A. 75-2715-2725 does not encroach upon, damage, or destroy the environs of the Lassen Hotel, the Farmers & Bankers Historic**

District, and the Orpheum, Kress, and Michigan Buildings. We do request that the Historic Preservation Board have submitted to them any changes in signage contents for their review and approval. Motion carried (5-1). Ingle opposed.

**E. MAJOR:** HPC2009-00081 – Ellis Singleton Building, state and national register listed  
**APPLICANT:** Roger Brown, Law Kingdon Architecture  
**FOR:** 221 S Broadway

Applicant proposes temporary leasing signage to north and south walls of the structure.

This item was deferred until May 11, 2009 HPB meeting to be presented under Old Business.

**F. MAJOR:** HPC2009-00082 – Environs Review, Kaufman Bldg, Wheeler Kelly Hagny Bldg, Ellis-Singleton Bldg.  
**APPLICANT:** Roger Brown, Law Kingdon Architecture  
**FOR:** 209 E William

Applicant proposes temporary leasing signage on the south elevator wall of the structure.

Roger Brown and Craig Simon were present for questions and comments.

**Motion #7 made by Edgington, 2<sup>nd</sup> by Pulkila to find that HPC2009-HPC2009-00082, as reviewed in accordance with K.S.A. 75-2715-2725 does not encroach upon, damage, or destroy the environs of the Kaufman Bldg. Wheeler Kelly Hagny Bldg, and Ellis-Singleton Bldg and any sign changes requires review and approval from the Historic Preservation Board. Motion carried (5-1). Ingle opposed.**

Applicant proposes temporary leasing signage on the east elevator wall of the structure.

**Motion #8 made by Edgington, 2<sup>nd</sup> by Pulkila to find that -HPC2009-00082, for signage on the east elevation be approved as submitted as reviewed in accordance with K.S.A. 75-2715-2725 does not encroach upon, damage, or destroy the environs of the Kaufman Bldg. Wheeler Kelly Hagny Bldg, and Ellis-Singleton Bldg and any sign changes requires review and approval from the Historic Preservation Board. Motion carried unanimously (6-0).**

**G. MAJOR:** HPC2009-00083 – Kaufman Building  
**APPLICANT:** Roger Brown, Law Kingdon Architecture  
**FOR:** 214 S Market

Applicant proposes temporary leasing signage in storefront windows.

Roger Brown and Craig Simon were present for questions and comments.

**Motion #9 made by Willenberg, 2<sup>nd</sup> by Ingle to find that HPC2009-00083, as reviewed in accordance with K.S.A. 75-2715-2725 does not encroach upon, damage, or destroy the environs of the Wheeler Kelly Hagny Bldg. and Ellis-Singleton Bldg this signage to be reviewed after 12 months and any sign changes requires review and approval from the Historic Preservation Board. Motion carried unanimously (6-0).**

**H. MAJOR:** HPC2009-00084 – Michigan Building  
**APPLICANT:** Roger Brown, Law Kingdon Architecture  
**FOR:** 206 E Douglas

Applicant proposes to demolish Michigan Building.

Brad Teeter was present for questions and comments.

**Motion #10 made by Willenberg, 2<sup>nd</sup> by Pulkila to find that HPC2009-00084, as reviewed in accordance with K.S.A. 75-2715-2725, has no feasible or prudent alternative to the demolition of the building, with the condition that the infill construction be compatible in scale and architecture detail. Motion carried unanimously (6-0).**

## **ITEM NO. 9     MISCELLANEOUS MATTERS**

1. Report on Belmont Arches.
2. State Preservation Conference Schedule.

## **ITEM NO. 10     ADJOURNMENT**

**Motion #11 made by Ingle, 2<sup>nd</sup> by Willenberg to adjourn at 5:15 p.m. Motion carried unanimously (6-0).**

PROFESSIONAL ENGINEERING CONSULTANTS  
303 S TOPEKA  
WICHITA, KS 67202  
316/262-2691

## VISUAL STRUCTURAL OBSERVATION REPORT

### BUILDING LOCATED AT

Michigan Building  
Wichita, KS

PEC PROJECT NO. 10-09179

March 19, 2009



Professional Engineering Consultants, PA discloses that our inspection consisted of mainly a visual observation, made solely to determine the structural integrity based on the observed condition of the structure. This report makes no attempt to verify or quantify that the observed structure conforms to the applicable building code now enforced or the building code enforced at the time of construction. No attempt was made to determine the safe load capacity of the structure. The conclusions are a professional opinion based upon certain assumptions made regarding the condition of the structure that could not be observed without destroying otherwise adequate or serviceable portions of the structure.

This report does not intend to cover mechanical, electrical, architectural, or geotechnical features that are outside of my area of expertise. PEC recommends that competent professionals in those disciplines be engaged to inspect those items if the client needs that service.

Professional Engineering Consultants, P.A. (PEC) was engaged by Mr. Brad Teeter, of Spangenberg Phillips Architecture (SPA), to perform a walk through visual structural observation of the Michigan Building located on Douglas Ave. in Wichita, KS. The purpose of the visual structural observation was to assess the structural condition of the building prior to major renovation of the interior space.

#### **Observations:**

A visual structural observation of the building was performed on March 17, 2009 by Clay T. Cline, P.E. (#18673) and Wesley G. Britson, P.E. (#8352), of the structural division of PEC.

The Michigan Building is a six story structure with an attic space between the sixth floor ceiling structure and the roof structure. The floors consist of concrete encased steel wide flange beams spanning east to west. A one-way reinforced concrete slab spans north to south between the steel beams. The west wall has steel wide flange columns, wrapped with brick, and multi-wythe brick exterior cladding. The east wall has four-wythes of load-bearing brick. The floor beams frame into the steel columns on the west wall and bear on the brick at the east wall.

Based on existing drawings and photos, it appears that the east wall was constructed prior to construction of the Michigan building and the Lerner building. The building that was originally constructed as part of the east wall of the Michigan Building has since been demolished. The floor structures of the Michigan building and the Lerner building use Michigan building's east wall as a load-bearing support wall.

#### **Conclusions:**

The Michigan building has significant structural concerns that need to be addressed prior to occupancy. The structural concerns are as follows:

1. It was observed that the structure has been exposed to water damage. This has compromised the structural integrity of the floor slab in various locations. The reinforcing in the slab has corroded and spalled the underneath side of the floor slab.
2. Water exposure has extensively damaged the floor structure of the attic on the north end of the building. The damaged area will need to be assessed further to determine the extent of damage to the reinforcing beyond the damage which is currently visible.
3. Water exposure has severely damaged the roof structure. It appears that the structure has less than 30% capacity remaining and is in danger of collapse.
4. It appears that the Michigan building lacks a shear wall at the south wall of the ground floor (classified as an extreme soft story, a vertical geometric irregularity, and a weak story by the 2006 International Building Code). This wall is currently glass storefront that faces Douglas Avenue. When exposed to wind or seismic forces, a soft/weak story can potentially fail due to the lateral forces transferring through the soft/weak story from the stories above. In addition, the Michigan building is very tall and slender which is a stability concern. Tall, slender buildings have large overturning moments on the lower level lateral system.





5. Since the common wall is not originally part of either existing building, the stability of the existing wall is questionable, especially during and after demolition of the Lerner building. It was observed that the common wall foundation consists of load bearing limestone.
6. It was observed that the historical terra cotta façade has been damaged (pock marked) by masonry anchors used to secure a previous metal facade panel (which has been previously removed) below the third floor.

#### Recommendations:

We propose two options to address the issues above.

#### Option 1:

1. The floor slab should be thoroughly investigated for all locations that have water damage. The floor slab should be cleaned of all loose concrete and corrosion on the reinforcing. The slab would then be patched with 4000psi concrete and reinforced with an external fiber reinforcing.
2. The same method of repair as outlined in Item 1 can be applied to the attic floor. After the concrete and reinforcing are thoroughly cleaned, the floor should be re-assessed to determine if the structural integrity of the floor is still sufficient enough to warrant external fiber reinforcing. If the slab is damaged more extensively than is currently visible, the floor slab may need to be replaced with a new floor slab.
3. In our opinion, the roof structure is beyond repair. We recommend complete removal of the concrete structure. After removal of the existing structure, a new, light weight roof of steel bar joist and metal deck should replace the old structure. This will decrease the weight of the roof and result in a lower seismic design force. A steel bar joist system will also be more cost effective than a steel encased concrete structure.
4. Due to the age of the building and site observations, it appears that the building was not designed with a lateral system. With this possibility and the lack of a ground floor shear wall, it is recommended that the building be analyzed for a lateral system that meets the current 2006 International Building Code and Existing Building Code. This could require the addition of a lateral system on all floors and attic preferably near the north and south walls. The addition of steel plate shear walls or steel brace frames will limit the floor plan and accessibility to the extreme ends of the floor plan. Steel plate shear walls or brace frames would need to be welded to the steel beams, requiring selective removal of the concrete encasement. The analysis and retrofit of the lateral system should occur before demolition of the Lerner building begins.
5. Since the common wall is not originally part of the Michigan or Lerner buildings, the authors cannot assure, with any degree of accuracy, that demolition of the Lerner building will not cause the common wall to partially or completely disintegrate resulting in a loss of the Michigan building. In addition, the condition of the limestone foundation is unknown and could contribute to any wall failures if deficiencies exist.
6. The damage to the terra cotta should be addressed to prevent future water infiltration. Recommendations on methods to fix the façade should be made by someone competent with terra cotta restoration and historic building requirements.





The retrofit of this structure will, in our opinion, be cost prohibitive. Before proceeding, we recommend that a cost consultant work with SPA and PEC to identify known deficiencies and provide a cost estimate to the owner. The cost to retrofit the structure combined with the stability issues make the Michigan building, in our opinion, a poor choice for renovation.

#### **Option 2:**

Demolish the Michigan building to allow for a code compliant structure to be built in its place.

The current plans call for demolition of the Lerner building. Since the Lerner building and Michigan building share a common bearing wall, the Lerner demolition will need to be done with due care. In addition, it is unknown whether the Lerner building is providing lateral support for the Michigan building. If the Michigan building's lateral system is not analyzed prior to demolition of the Lerner building, the Michigan building could become unstable. This could pose grave danger to public safety.

Regarding the façade, it would be possible to save the façade; however, it would need to be deconstructed and reassembled using the new structure as support. Saving the façade will be costly and it is recommended that a cost consultant provide a cost estimate to the owner for this work.

**City of Wichita  
City Council Meeting  
May 19, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Grant with the Kansas Department of Transportation (All Districts)

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

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**Recommendation:** Apply for grant and authorize the Mayor to execute the contract with the Kansas Department of Transportation (KDOT).

**Background:** On May 10, 1999, Governor Bill Graves signed into law House Bill 2071, which provided for a new state Comprehensive Transportation Program (CTP). The 2000-2009 CTP provided funding to address highway, shortline railroad, aviation, and public transportation over the ten year period. The CTP allowed Wichita Transit to fund additional service enhancements from enhanced mid-day fixed-route operations to ADA paratransit support, which has improved our level of service to our citizens in these areas.

Under the provision of the CTP, the City of Wichita has been allotted \$1,085,375 for Fiscal Year 2010 (July 1, 2009 through June 30, 2010), which may be used for capital or operating expenditures.

The KDOT grant application process requires official action by the governing body authorizing the filing of grant applications, execution of approved grants, and receiving funds to administer the grant's program. The purpose of this action is to authorize the City of Wichita - Wichita Transit to file for eligible state funds in support of the City's transit services for capital purchases and operations. This action is similar to what the City filed for KDOT's Fiscal Year 2009 funds last year.

A public hearing was held on May 14, 2009, at the Transit Operations Center to solicit public comment.

**Analysis:** The grant will provide for continued KDOT-funded service enhancements, including enhanced mid-day fixed-route operations, purchase of associated fuels, transit security program, and ADA paratransit support.

**Financial Considerations:** The \$1,085,375 funds are 100% grant supported and require no matching funds. There are no City funds involved in this project.

**Goal Impact:** Funding from this grant will support Transit's role in providing for an efficient and effective infrastructure, as well as quality of life objectives.

**Legal Consideration:** The City's Law Department will review the contract prior to execution as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the filing for the grant with KDOT and authorize the Mayor to execute the contract.

**Attachments:** None.

**Second Reading Ordinances for May 19, 2009 (first read on May 12, 2009)**

Hydraulic Improvement, between Harry and Kellogg. (District I)

**ORDINANCE NO. 48-327**

An ordinance amending Ordinance No. 47-692 of the city of Wichita, Kansas declaring Hydraulic, between Harry and Kellogg (472-84310) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

ZON2009-00008 – City zone change from LC Limited Commercial (“LC”) to GC General commercial (“GC”) subject to a Protective Overlay; generally located northeast of the intersection of K-15 and 31<sup>st</sup> Street South. (District III)

**ORDINANCE NO. 48-328**

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2009-00009 – City zone change from B Multi-family Residential (“B”) to GC General Commercial (“GC”); generally located on the southeast corner of Dodge Avenue and 1<sup>st</sup> Street. (District IV)

**ORDINANCE NO. 48-329**

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2009-10/CUP2009-07 – City zone change from LC Limited Commercial (“LS”) to GC General Commercial (“GC”) and Amendment to DP-164 Westwind II for vehicle repair, general; Generally located south of 21<sup>st</sup> Street North and east of Tyler Road (8535 West 21<sup>st</sup> Street North. (District V)

**ORDINANCE NO. 48-330**

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

SUB 2009-07 – Plat of Harley Voth Addition located on the south side of Douglas and east of West Street. (District IV)

ORDINANCE NO. 48-331

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, section V-C, as adopted by Section 28.04.010, as amended.